UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture

Plaintiff

v.

GILBERTO PIETRI ORENGO, BERTA
PELLICIER RODRIGUEZ a/k/a BERTA
PELLICIER a/k/a BERTHA
PELLICIER a/k/a BERTHA P.
PIETRI, and their Conjugal
Partnership

Defendants

CIVIL NO.

Foreclosure of Mortgage

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

- Jurisdiction of this action is conferred on this Court by 28
 U.S.C. Section 1345.
- 2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of five (5) promissory notes that

- affect the property described further below.
- 3. The first promissory note is for the amount of \$65,000.00, with annual interest of 5%, subscribed on June 6, 1986. See Exhibit 1.
- 4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 41. See Exhibit 2.
- 5. On March 13, 1992, the note for \$65,000.00 was modified, to the amount of \$64,361.14, under the terms and conditions stipulated and agreed therein, through Deed No. 28. See Exhibit 3.
- 6. Plaintiff is also the owner and holder of a promissory note for the amount of \$35,000.00, with annual interest of 8 %%, subscribed on October 20, 1987. See Exhibit 4.
- 7. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 67. See Exhibit 5.
- 8. On March 13, 1992, the note for \$35,000.00 was modified, to the amount of \$21,683.60, under the terms and conditions stipulated and agreed therein, through Deed No. 28. See

Exhibit 3.

- 9. Plaintiff is also the owner and holder of a promissory note for the amount of \$17,800.00, with annual interest of 4 1/2%, subscribed on June 1, 1990. See Exhibit 6.
- 10. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 27. See Exhibit 7.
- 11. On March 13, 1992, the note for \$17,800.00 was modified, to the amount of \$18,754.21, under the terms and conditions stipulated and agreed therein, through Deed No. 28. See Exhibit 3.
- 12. Plaintiff is also the owner and holder of a promissory note for the amount of \$150,000.00, with annual interest of 3.75%, subscribed on September 4, 1997. See Exhibit 8.
- 13. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 59. See Exhibit 9.
- 14. Plaintiff also owns and holds of a promissory note for the amount of \$100,000.00, with annual interest of 5%, subscribed on July 20, 1998. See Exhibit 10.

- 15. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 65. See Exhibit 11.
- 16. According to the Property Registry, defendants GILBERTO PIETRI ORENGO and BERTA PELLICIER RODRIGUEZ are the owners of record of the real estate property subject of this case. Said property is described -as it was recorded in Spanish- as follows:

RÚSTICA: Predio de terreno de ciento cincuenta y seis cuerdas, sita en los Barrios Naranjo y Aguas Blancas del término municipal de Yauco, colindante por el NORTE, con terrenos de Luis Natalí y otros, Antonio Castañer antes, hoy de Juan Adrover; por el ESTE, con terrenos de Luis Natalí y Juan Juliá; por el OESTE, con tierras pertenecientes a los Hermanos Giussepi, separados en parte por una quebrada; y por el SUR, con tierras de Juan Juliá y con la finca de seis y media cuerdas que es el remanente de la finca principal.

Property 5,411, recorded at page 173 of volume 373 of Yauco, Property Registry of Ponce, Puerto Rico, Section II.

See Title Search attached as Exhibit 12.

- 17. The title search attached to this complaint confirms the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. See Exhibit 12.
- 18. It was expressly stipulated in the notes evidencing the

indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.

- 19. The defendant party herein, jointly and severally, has failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff, according to the Certification of Indebtedness included herein as Exhibit 13, the following amounts, as to November 12, 2020:
 - a) On the \$65,000.00 Note, as modified:
 - 1) The sum of \$45,932.14, of principal;
 - 2) The sum of \$42,053.34, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$5.6629;
 - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
 - b) On the \$35,000.00 Note, as modified:

- 1) The sum of \$6,722.06, of principal;
- 2) The sum of \$9,755.13, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$1.2892;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- c) On the \$17,800.00 Note, as modified:
 - 1) The sum of \$11,793.21, of principal;
 - 2) The sum of \$11,208.11, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$1.4539;
 - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- d) On the \$150,000.00 Note:
 - 1) The sum of \$145,248.98, of principal;
 - 2) The sum of \$104,114.87, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the

daily rate of \$14.9229;

- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- e) On the \$100,000.00 Note:
 - 1) The sum of \$67,904.74, of principal;
 - 2) The sum of \$60,108.19, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$9.3021;
 - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- 20. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.
- 21. Codefendants GILBERTO PIETRI ORENGO and BERTA PELLICIER RODRIGUEZ are not currently active in the military service for the United States. See Exhibit 14.
- 22. The real estate property mentioned before is subject to the following liens in the rank indicated:

(A) Property 5,411:

- 1) Recorded liens with preference or priority over mortgage herein included:
 - a. MORTGAGE: Constituted by Gilberto Pietri Orengo and his wife Berta Pellicier Rodríguez, in favor of Puerto Rico Production Credit Association, in the original principal amount of \$10,000.00, with 12.50% annual interests, due on presentation, constituted by deed #192, executed in San Germán, Puerto Rico, on December 10, 1983, before Notary Tomás E. Vivoni Public, recorded at page 168 of volume 167 of Yauco, property number 5,411, 5th inscription.
 - b. MORTGAGE: Constituted by Gilberto Pietri Orengo and his wife Berta Pellicier Rodríguez, in favor of Puerto Rico Production Credit Association, in the original principal amount of \$20,000.00, 10.50% interests, with annual due presentation, constituted by deed #132, executed in San Germán, Puerto Rico, on September 19, 1985, before Tomás E. Vivoni Notary Public, recorded at overleaf of page 168 of volume 167 of Yauco, property number 5,411, 6th inscription. Junior Liens with inferior rank or priority over mortgage herein included:

VERIFICATION

- I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as acting LRTF Director of the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:
 - 1) My name and personal circumstances are stated above;
 - 2) I subscribed this complaint as the legal and authorized

representative of the plaintiff;

- 3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;
- 4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;
- 5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;
- 6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;
- 7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 18 of November, 2020.



PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

- a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;
- b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;
- c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;
- d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;
- e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;
 - f) That once the property is auctioned and sold, the Clerk

of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

For such further relief as in accordance with law and equity may be proper.

November 18 In Guaynabo, Puerto Rico, on , 2020.

/s/ Juan Carlos Fortuño Fas JUAN CARLOS FORTUÑO FAS USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P. P.O. BOX 3908 GUAYNABO, PR 00970 TEL. 787-751-5290 FAX. 787-751-6155 Email: dcfilings@fortuno-law.com

CERTIFIED TRANSLATION

Form FmHA 1940-17 (S)

(Rev. 11-1-78)

DEPARTMENT OF AGRICULTURE OF THE UNITED STATES FARMERS HOME ADMINISTRATION NOTE

LOAN CLASS
Type: FM
Pursuant to:
_ Consolidated Farm &
Rural Development Act
X Emergency
Agricultural Credit
Adjustment Act of 1978

Name Gilberto PIETRI ORENGO		ACTION REQUIRED BY THE NOTE: X Initial LoanNew Payment Plan Subsequent Loan _ Reamortization
State PUERTO RICO	Office YAUCO	_Consolidation _Sale on Credit and subsequent loan Consolidation Differed Payments
Case No. 63-16-081262039	Date JUNE 6, 1986	

FOR THE VALUE RECEIVED, the undersigned Borrower(s) and any other codebtor will jointly and/or severally pay to the order of the United States of America, through the United States Farmers Home Administration (hereinafter the "Government") or its assignee in its office in YAUCO, PUERTO RICO or in another place designated by the Government in writing, the principal sum of SIXTY FIVE THOUSAND dollars (\$65,000.00) plus interest over the indebted principal at FIVE percent (5%) annually. If this note is for a Limited Resources loan (indicated in the "LOAN CLASS" box above, the Government can **CHANGE the PERCENTAGE OF INTEREST**, in accordance to the regulations of the Farmers Home Administration, no more frequently than quarterly, notifying the Borrower by mail with thirty (30) days in advance to its last address. The new interest rate shall not exceed the highest interest percentage established in the regulations of the Farmers Home Administration for the kind of loan stated above.

Principal and Interest shall be paid in 31 installments, as indicated below, except if it is modified by a different interest rate, on or before the following dates:

\$1,861.00 in January 1, 1987		\$ in January 1, 19
\$	in January 1, 19	\$ in January 1, 19
\$	in January 1, 19	\$ in January 1, 19
\$	in January 1, 19	\$ in January 1, 19
\$	in January 1, 19	\$ in January 1, 19

and \$4,229.00 subsequently on January 1, of each year until the principal and interest are completely paid except that the final installment of the debt evidenced herein, that if not paid before, shall be due and payable in 30 years from the date of this note and except that advanced payments may be made as



CERTIFIED TRANSLATION

provided below. The consideration involved herein will support any agreement modifying the payment plan.

If the total amount of the loan is not advanced at the time of the closing, the loan will be advanced to the Borrower as requested by the Borrower and approved by the Government. The approval of the Government will be given as long as the advance is requested for a purpose authorized by the Government. Interest will be accrued for each advance from its current date as shown in the Advances Registries at the end of this note. The Borrower authorizes the Government to include the amount(s) and date(s) of such advance(s) in the Advances Registry.

In each reamortized or consolidated note, or with a new payment plan the interest accrued at the date of this instrument must be added to the principal and this new principal will accrue interest at the rate of the percentage evidenced by this instrument.

Every payment made in any debt represented by this note will be first applied to interest calculated at the effective date of the payment and then to the principal.

Payments advanced from the stipulated installments or any part thereof, may be made at any time at the choice of the Borrower. Reimbursements and extra payments, as defined in the regulations (7 C.F.R.1861.2) of the Farmers Home Administration according to the source of the funds involved, after paying towards the interest, shall be applied to the last installments due under this note and will not affect the obligation of the Borrower to pay the remaining installments as specified herein. If the Government at any time assigns this note and ensures payment of it, the borrower will continue making the payments to the Government as a collecting agent of the holder.

While this note is in possession of an insured lender, the advance payments made by the Borrower may, at the option of the Government, be sent by the Government shortly to the holder or, except the final payment, may be withheld by the Government and remitted to the holder based on the annual installment due. The effective date of every payment made by the Borrower, except payments withheld and remitted by the Government to the holder based on the annual installment due shall be the date of the check of the Treasury of the United State by which the Government remits the payment to the holder. The effective date of any advance payment withheld and remitted by the Government to the holder based on the annual installment due shall be the date of the advance payment by the Borrower and the Government shall pay the interest to which the holder is entitled to that accrue from the effective date of any of such advance payments and the date of the check to the Treasury remitted to the holder.

Any amount advanced or invested by the Government for the collection of this note or to preserve or protect the guarantee of this loan or otherwise invested under the terms of any guarantee agreement or other instrument executed in regards to the loan evidenced herein, at the option of the Government shall be part of the loan and will accrue interest at the same interest rate as the principal of the debt evidenced herein and will be due and payable immediately by the Borrower to the Government without need for request.

The property built, improved, purchased, or refinanced totally or in part with the loan evidenced herein may not be leased, assigned, transferred or encumbered voluntarily or otherwise, without the prior written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will personally operate such property as a farm if this loan is made to a Farm Owner (FO).



I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

CERTIFIED TRANSLATION _

If a "Consolidation and a Subsequent Loan". "Consolidation", "Reamortization" or a "New Payment Plan" is indicated in the upper box of the first page "Action Required by this Note", this note is granted to consolidate, reamortize, or evidence a new payment plan but not in payment of the principal and interest of the following loan(s) or agreement(s) of subrogation (new terms).

VALUE OF THE NOTE	INTEREST	DATE	ORIGINAL BORROWER	LAST TERM DUE
\$	%	, 19		, 19
\$	%	, 19		, 19
\$	%	, 19		, 19
\$	%	, 19		, 19
\$	%	, 19		, 19
\$	%	, 19		, 19_
\$	%	, 19		, 19

The guarantee documents taken regarding the loans evidenced by these notes described and other related obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These guarantee instruments will continue in effect and the guarantee offered for the loans evidenced by the notes described will remain as guarantee for the loan evidenced by this note and by any other related obligation.

REFINANCING AGREEMENT: If at any time the Government determines that the Borrower can obtain an loan from a responsible credit union or other private source of credit at a reasonable interest rate and terms for loans of similar term and conditions, the Borrower, upon request of the Government will request and accept the loan in sufficient amount to pay this note completely and pay the necessary shares if the lender is a credit union.

DEFAULT: Lack of payment when due of any debt evidenced herein or breach of any condition or agreement under this document will constitute default under any other instrument evidencing a debt of the Borrower insured or guaranteed by the Government or in any other way related to such debt; the breach of any other instrument will constitute default under the terms of this document. IF THERE IS ANY DEFAULT, the Government, at its option may declare all or part of such debt due and payable immediately.

This note is given as evidence of a loan to the Borrower granted or insured by the Government pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the kind of loan as indicated in the box "LOAN CLASS" above. This Note is subject to the current regulations of the Farmers Home Administration and its future regulations not inconsistent with the stipulations herein.

We hereby expressly waive presentation, protest, and notice.

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CERTIFIED TRANSLATION

[signed]	
Gilberto Pietri Orengo,	Borrower
[signed]	
Berta Pellicier,	Borrower
LUCHETTI, STREI	FT 1 H-2/1

YAUCO, PR 00768

ADVANCES REGISTRY

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$65,000.00	06-06-86	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	

TOTAL

\$65,000.00

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Forms FMBA 1940-17 (5) (Rev. 11-1-78).		CLASE DE PRESTAMO
DEPARTAMENTO DE AGRI ADMINISTRACION DE F	Tipo: EM De acuerdo a:	
¢}	AGARE	☐ Consolidated Farm & Rural Development Act Che Emergency Agricultural Credit Adjustment Act of 1978
Nombre Gilberto PIEI	RI ORENGO	ACCION QUE REQUIERE PAGARE:
Estado FUERTO RICO	Officina YAUCO	☐ Préstamo Inicial ☐ Nuevo Plan de Pago ☐ Préstamo Subaiguiente ☐ Reamortización ☐ Consolidación y préstamo ☐ Venta a Crédito
Caso Núm. 63-16-081262039	Fecha JUNIO 6, 1986	subsigniente Peges Diferidos Consolidación
pagaremos a la orden de Estad	os Unidos de América, actuando por co de Agricultura de los Estados Unidos	tro co-deudor mancomunada y solidariamente onducto de la Administración de Hogares de (denominado en adelante el "Gobierno") o su
cesionario en su oficina en	YALCO, PULL	RICO RICO MIL
o en otro sitio designado por el	Gobierno por escrito, la suma principal	deSESENTA Y CINCO MIL
this was the plane was been and some fore two and both was two may the best and here the plane that the	dólares (\$ 65,000.00)	más intereses sobre el principal adeudado al
East hate has bord exhaulting that gaps think days made any lives yould have done from how, but many the	CINCO-POR	CIENTO (5-%) anual. Si este pagaré
	istración de Hogares de Agricultores parados en <u>31</u> -plazos, según indicadas siguientes fechas:	do abajo, excepto si es modificado por un tipo de
e intereses sean completamen	en enero 1, 19; \$ te pagados excepto que el plazo final de	en enero 1, 19 : en enero 1, 19 ; en enero 1 de cada año hasta que el principal e la deuda aquí evidenciada, de no ser pagada este pagaré y excepto que se podrán hacer pagos a respaldará cualquier convenio modificando el
solicitado por el Prestatario y adelanto es solicitado para un padalante desde su fecha actual	aprobado por el Gobierno. La aprobació	l préstamo será adelantado al Prestatario según in del Gobierno será dada siempre y cuando el acumularán intereses por la cantidad de cada clantos en el final de este pagaré. El Prestatario clanto(s) en el Registro de Adelantos.
instrumento deberán ser sum evidenciado por este instrumen	ados al principal y ese nuevo principi ito	ago, los intereses acumulados a la fecha de este al acumulará intereses a razón del porcient
Todo pago hecho en cualquie	r deuda representada por este pagaré se	rá primero aplicado a intereses computados a le

fecha efectiva del pago y después al principal.

Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, segun se definen en los reglamentos (7 C F.R. 1861.2) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los ultimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en el mismo. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré este en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelanțada o invertida por el Gobierno para el cobro de este pagare o para preservar o proteger la garantia del préstanto o de otra manera invertido bajo los términos de cualquier convenio de garantia u otro instrumento otorgado en relación con el prestamo aqui evidenciado, a opción del Góbierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interes que el principal de la deuda aqui evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construida megorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o un "Nuevo Plan de Pago" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar un nuevo plan de paga pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

VALOR DEL PAGARE		, .,	PRESTATARIO ORIGINAL	
46	1.	, [1]	The second and a second to the	,19
\$	۱۱,	.139	TOTAL	,19
\$	ή,	,19		,19
\$	14,	. []		,19
8	۰,,	,14		.19
\$	14,	. [9		,19
\$	1\$ 14	,19		.19

Los documentos de garantia tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o nuevo plan de pago. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENTO DE REFINANCIAMIENTO; Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un prestamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aqui evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o gazantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

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Este Pagarê se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Acto el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aqui consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

Silberto Putro Deen	d/V
GILBERTO PIETRI ORENGO	∬(Prestatarie
But Sellian	
BFRTA PFLLICIER	(Prestatarie
URB. LUCHETTI, CALLE 1 H-24 YAUCO, PUFRTO RICO 00768	valla investigado y personanciamento se desta
YAUCO, PUERTO RICO 00768	~1,***

		REGISTRO I	OF ADELANTOS		
CANTIDAD	FECHA	CANTIDAD	FFCHS	CANTIDAD	FECHA
\$ 65,000.00	06-06-86	\$		8	
\$	d	\$		*	
*		\$. \$	
\$.\$		*	
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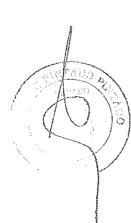
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forms from 427-1(.1 1 Post forms 10-82)

NUMERO CUARENTA Y UNU
HIPOTICA VOLUNTARIA
Yauco, Puerto Rico, a los Seis (6) días del mes de Junio de la Yauco, Puerto Rico, at Six (6) days of the month of June of mil novecientos ochenta y seis.
· · · · · · · · · · · · · · · · · · ·
ANIL MI HI DRI MI LENACIO PINTADO PINTADO LENACIO PINTADO PINTADO
Altogado y Notario Publico de la Isla de Puerro Rico con residenci cen Yauco, and Attorney and Notary Public fur the Island of Puerro Rico, with residence of Yauco, and Notary Public fur the Island of Puerro Rico.
Puerto Rico y oficina en Puerto Rico,
COMPARICIA
Las personas nombradas en el pácialo DUODECIMO de esta hipoteca denomina- lhe persons named in paragraph TWLLITH at this mortgage
dos de aqui en adelante el "deudor hipotecacio" y cuyas circunstancias personales ficienafici calied the "mortgagor" and whose personal circunstances -
aparecen de dicho párrafo
Doy to del conocumiento personal de los comparecientes, así como por sus dichos 1, the Notars, afrest to the personal knowledge of the appearing parties, as well as to their
de su edad, estado en el, profesion y ve indad. Statements which I believe to be sine of their age, chil status, profession and residence
Aseguran hallarse en el pleuo goce de sus derechos civiles, la libre administración They assure me that they are in toff enjoyment of their evid rights, and the free administration
de sus bienes y teniendo a nu juicio la capacidad legal necesaria para este otorga- of thou property and they have, in my judgment, the necessary legal capacity to grant this—
Populativ mortiente (Bhanto)
ENPONEN : WHINESELTH:
PRIMERO II dendor hipotecaror es dueño de la foica o foicas descritas en el FIRST. That the mortgagor is the owner of the farm or farms described in
parrato UNDECIMO asi como de todos los derechos e intereses en las mismas, judagraph ELEATNIH of this mortigage, and of all rights and mitrest in the same
denominada di agin en adelante dos bienes heremater retened to as "the projects
SECUNDO (Inc. lo bienes aqui Imporecadas estan afectos a los gravamenes que second frac do properis morigaged berein is subject to the liens.
se espection on el parado UNDLCIMO, specified in paragraph CLEVENTH berein
TERCERO. Que el deudor hipotecario viene obligado para con Estados Unidos de HHRO. Giai the mortgagor has become obligated to the Unided States.

America: actuando por conducto de la Administración de Hogates de Agriculto id America, acting direigh the Farmers Home Administración,

res, denominado de aquí en adelante el "acreedor hipotecario" en relación con hereinafter called the "mortgagee" in connection with



un prestanto o prestamos evidenciado por uno o las pagares o convento de suba loan or loans evidencial by une or more promissory notets) in assumption agreement(s)

rogacion, denominado en adelante el "pagaré" sean uno o mas. Se requiere por herematter called "the nour" whether one or more. It is required by

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of the

las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assessments, insurance premiums and other charges

hayan estimado sobre la propiedad hiporecada, estimated against the property

CUARTO: Se sobreentiende que FOURTH: It is understood that:----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el propósito y la intenprincipal autount specífical therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagare en cualquier tiempo y that the mortgages, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno bisore the payment thereof puisoani to the Act of Nineteen Hundred and Sixty One

consolidando la Administración de Hogares de Agricultores o el Titulo Quinto de consolidating the Farmers Home Administration or Title Five of

la Loy de Hogares de mil moveciontos cuarenta y mouve, segun han sido empenda the Housing Act of Nineteen Hundred and Forty Nine, as amended

das

(Dos) Cuando el pago del pagare es garantizado por el acreedor hipotecurio, puede (Two) When payment of the note is guaranteed by the mortgagee

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez sera el it may be assigned from time to time and each holder of the insured note, in turn,

prestannsta asegurado will be the insured tender

(Tres) Cuando el pago del pagare es asegurado por el acreedor hipotecario, el acree (Three) When payment of the note is insured by the morigages. The

dor hiporecano otorgara y entregara al prestamista asegurado conjuntamente conmortgages will execute and deliver to the insued lender along

el pagare un endoso de seguro garantizando totalmente el pago de principal e in with the note an ossirance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagare,

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the morigages,

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgager by agreement with the insured leader

determinarán en el endoso de seguro la porción del pago de intereses del pagare set forth in the invirance endorsement will be entitled to a specified portion of the interest pay

que será designada como "cargo anual" acents on the note, to be designated the annual charge

(Cinco) Una condiction del aseguramiento de pago del pagare sera de que el tene (Erre) A condition of the insurance of payment of the note will be that the holder

doc cedera todos sus derechos y remedios contra el dendo: lopoticario y cuales will forego his rights and remedies against the mortgagor and any

GOLDO SOCIALIO SOCIAL

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Toron Tess 427-1(5) po (8ev. 10-82)

quiera otros en relacion con dicho prestanto asi como también a los beneficios others in connection with said loan, as web as any benefit

de esta hipotes, a y aceptara en su higar l'es beneficios del seguro, y a requerimiento of this morigage, and will accept the benefits of such morrance in lieu thereof, and upon the

del acreedor hipotecario endosara el pagore al acreedor hipotecario en caso de mortgagere's request will assign the note to the mortgager should the mortgager

violación de cualquier converno o estipulación aqui contenida o en el pagaré o en violate any cusenant or agreement contained herein, in the note, or any

cualquier convenio suplimentatio por parte del dendor supplementars agreement

Sets. Little offas cosas es el proposito e intención de esta hipoteca, que en todo (50x) le is the purpose and incent of this mortgage that, among other things.

trempo cuando el pagare este en poder del acreedor hipotecario, o en el caso en al times when the note is lield by the morigagee, or in the event the

que el acceedor i iporecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagee should assign this mortgage without insurance of the note, this mortgage

mista asegurado, esta hipotecia no garantizará el pago del pagare o formará parte Jender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagare y a dicha deuda, the debt evidenced thereby, but as to the note and such debt

constituted und Inpotects de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mirigages.

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumagainst loss under its insurance endorsement by reason of any default

plumento por parte del deudor hipotecario.

QUINTO. Que en consideración al préstamo y (a) en todo tiempo que el pagaré FIFTH that, in consideration of said toan and (a) at all times when the note-

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipotes as held by the mortgagee, m in the event the mortgagee

cario ceda la presente l'ipoteca sin el seguro de pago del pagaré y en garantía del should assign this morigage without insurance of the payment of the note, in guarantee of the

importe del pagare según se especifica en el subpárrafo (Uno) del Párrafo NOVEamount of the nute as specified in subparagraph (one) of paragraph NINTII-------

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereol, with interest at the rate stipulated, and to secure prompt payment of the

pagare, so renovation coadquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-(h) at all times when the note is held by an insured lender, in guarantee

tía de las sumas específicadas en el subpárrafo (Dos) del párrafo NOVENO aquí of the amounts specífied in subparagraph 91 wo of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the mortgagor's agreement-

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el enherein to indemnify and save hamiless the mortgogee against loss under its

doso de seguro por razón de incumplimiento del dendor hipotecario y (c) en cualinsurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantra de las sumas adicionales consignadas en el escrit and at all times whatsoever, in guarantee of the additional amounts specified in

subpáriafo (Tees) del párialo NOVI NO de este instrumento y para asegurar el subparagraph (Three) of paragraph NAN-HI hereol, and to secure the

cumplimiente de todos y cada uno de los convenios y del deudor hipotreario aqui performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario. A dendor Impotecario por contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a lavor del aciredot hipotecario sobre bereby custitures a voluntary mortgage in favor of the mortgage; in

los hienes descritos en el pártafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereal, together with all eights,

derection, intereses servidumbres, derection hereditations, adhesiones perfeneuentes interests easements, hereditaments and apputtenances there to belonging.

a los mismos, toda renta, etedinos, beneficios de los mismos, y todo producto e The rents, asses and profits thereol and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en buone theorirom, all improvements and personal property now or

el luturo se adhiera o que sean tazonablemente necesarias para el uso de los mismos, later attached theretu or veasonably necessary to the use thereof.

sobre his aguas, los derechos de agua o acciones en los mismos, pertenecientes a att water, water rights and shares in the same pertaining to

has finess of a todo pago que en cualquier tiempo se adende al dendor hipotecario the facos and all payments at any time oxing to the morrgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o exproptación los virtue of any sile, lease, transfer, convexance or rotal or

total o pareial de o por daños a coalquier parte de las mismas o a los intereses subre partial condemnation of or injery to any part thereof or interest

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta theteo, it being understood that this lien will continue in full force and effect until

que las cantidades específicadas en el pártafo NOVENO con sus intereses antes y altanounts as specífica in paragraph NINTH hereof, with interest before and

después del venemiento hasta que los mismos hayan sido pagados co sii totalidad after mationy mitil paid, love breu paid in full.

Lit caso de ejecución, los bienes responderán del pago del principal los intereses lo case of forcelosur, the property will be answerable for the payment of the principal, interest

antes y despues de vencumento, hasta su total solvento, pérdula sufrida por el ac en thereun before and after maturity until pxid, losses sustained by the

dor hipotecasio como asegurador del pagare, constibuenones, printa de seguro o cual mortgager as insurer of the note, taxes, mourance premiums, and

quier ofto desembolso a adelanto por el accordor hipotecano por cuenta del deudor otter disbusements and advances by the mortgager for the mortgager's account

hipotecario con sus intereses has?a que sean pagados al acreedor Inpotecario, costas, with interest until repaid to the mortgager, costs, expenses and

gastos y honorarus de abogado del accedos Inporeçario, toda extensión o renoatomies s fees of the murgagee all extensions and renovals of any of

vacuum de dichas obligaciones con intereses sobre todas y todo orto cargo o suma soil obligations, with interest on all and all other charges and additional

adicional especificada en el párralo NOVENO de este documento, amounts as specified in paragraph NINTR heren!

MEXTO: El deudor hipotecano expresamente conviene lo signiente MXD): That the mortgagor specificalle agrees av follows:

(Envel Pagar al acreedor hipotecario prontamente a su veni,imiento cu ilquier deuda (One). To pay prompily when the any indebtedness.



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HOW THER 527-1(S) PR 1897, 10-82)

bajo el seguro del pago del pagaré por incumplimiento del dendor hipotecario, losa under its insurance of payment of the note by reason of any default by the mortgagor. En todo tiempo cuando el pagaré sea poseido por el prestamista asegurado, el Ar all times when the note is held by an insured lender, the deudor hipotecario continuaria hactendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee, -hipotecario como agente cobrador del tenedor del mismo-----as collection agent for the bulder. (Dos) A pagar al acreedor hipotecario una cuora micial por inspección y tasación (Iwo) To pay to the Mortgagee any mittal fees for inspection and appraisaly cualquier cargo por delineuencia requerido en el presente o en el futuro por los and any deliquency charges, now or hereafter required by reglamentos de la Administración de Hogares de Agricultores. regulations of the Farmer's Home Administration, -(Tres) En todo tiempo cuando el pagare sea poseido por un prestamista asegu-(Three) At all times when the note is held by an insured lender, rado, cualquier suma adendada y no pagada bajo los térinmos del pagaré, menos any amount due and unpaid under the terms of the note, less la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holder Ádel pagaró bajo los terminos provistos en el pagaré y en el endoso de seguro referido Jos the note to the extent provided in the insurance endorsement en el párrafo CUARTO anterior por cuenta del deudor hipotecario. referred to in paragraph FOURTH bereof for the account of the mortgagor, Cualquier suma vencida y no pagada bajo los terminos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is held por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada by the mortgager or by an insured lender, may be creditepor el acreedor hipotecario al pagare y en su consecuencia constituirá un adelanto by the mortgagee on the note and thereupon shall constitute an advance - por el acreedor hipotecario por cuenta del deudor Inpotecario. -by the murigages for the account of the mortgagor Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-Any advance by the mortgagee as described in this the second and the second desired the second desired to the second annial a partir de la fecha en que venció el pago hasia la fecha en que el deudor per annum from the date on which the amount of the advance was due to the date of payment hipotecario la satisfaga. THE CONTROL OF THE PROPERTY OF to the mortgagee. (Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier (Four) Whether or not the note is insured by the mortgagee, any o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repaand all amount advanced by the mortgagee for property insurance premiums, repairs, raciones, gravamenes u otra reclamación en protección de los bienes hipotecahens and other claims, for the protection of the mortgaged property, dos o para contribuciones o impuestos o otro gasto similar por razón de haber or for taxes or assessments or other similar charges by reason of the

agni gamerizada e andenimaar y conservat libre de perdida si acreedos hipotecario

to the mortgagee height secured and to indemnify and save harmless the mortgagee against any



el deudor hiporecario dejado de pagar por los mismos, devengará intereses a razón mortgagor's fadore to pay the same, shall hea cuerest at the rate

del tipo estipulado en el subpárialo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date or the adequice.

hasta que los mismos scan satisfechos por el deudor hipotecario, until repaid to the martgager.

Coulo) Todo (delamo hecho por el agregio impotecació descrito en esta hipo-(Cor) All advisores made by mortgager al described in this mortgage.

to a con sus farcteses veneerá nuncilaramente y sera pagadero por el deudor lopa with interest, shall be interediately due and payable by the minigagor

tecario al acreedor hipotecario sin necesidad de requerimiento algebro en el sitro mortgager without demandat the

designado en el pagaré y será garantizado por la presente inpoteca. Ningúo adelanto place designated in the note and shall be guaranteed hereby. No such advance -

hecho por el acreedor hipotecario no relevara al deudor hipotecario de su obligación los moregages stall selieve the mortgagos from breach of his covenant.

del convenio de pagai. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from the

page ventheado por el deudor hiporreano podra ser aplicado al pagaré o a enalquier payment made by mortgagor may be applied on the noir to tay.

otra deuda del detidor bipote ario aqui garantizada en el ordeo que el acreedor independencia io mortgages secored hereby, in any order mortgages.

hipotectino determinare.

(Sers. Usar el importe del prestamo evidenciado por el pagaré únicamente para (Six) To use the bom evidenced by the nor-solely

for proposition automizados per el la reedia Inguaccano for purposes automical by morigages

Siete. A pagar a su veneinmento las contribuciones, impuestos especiales, grava (Seven) to pay when due all taxus, special assessments, liens.

themes y cargas que graven los hienes o los derechos o intereses del dendor hipoand charges encumbering the property or the rigid or interest of mortgagee.

tocario hajo los términos de esta hipisteca.

(Ocho) Objener y mantener seguro contra incendor y orrus riesgos segun requie-Bight) To procure and mamtain insurance against fire and other hazards as required

ra el acreedor hiporecario sobre los edificios y las mejuras existentes en los lue by morigagee on all existing buildings and improvements on the pro-

nes a cualquier ofta inejora introducida en el futuro. El seguro cuntra luego s perty and on any buildings and improvements uni there un in the future. Un insurance against

otros riesgos serán en la forma y por las carinciades, camonos y condiciones que fire and ordez hacads will be in the form and ano unit and on terms and conditions.

aprobate el acroedor hipotecaras.

(Nueve) Contacted los buenes en linenas conduciones y prontanione verilicar las (Ninc) to keep the property in good condition and promptly make all

reparationes incertainly para la conservation de los bienes, no connetera na pernecessary repairs to the conservation of the property in will not community

minute que se cometa uniguo deterioro de los bienes in removera in demolera pionor la be committed any demonstrate of desergation be will not remove not demolera-



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Forme , ... (13, 12% - 119) Forme (1.3) ar today or many common the property our will be out in contract to a continue or the contract of the contract or the property our will be out in contract to contract the form the form

ni removeral in permittal que se remueva grava, arena acerte (as), carbon u otros not comove not permit to be removed gravel, sand on gas, coal or other

minerales sin of consentimiento del acreedor hipotecasio y prootamente llevará minerals without the consent of mortgagee, and will promptly early out

a efecto las repataciones en los bienes que el acreedor hipotecario (equiera de tiempo the repairs on the property that the mortgages may request hom time

en tiempo. El deudor hipotecario cumplità con aquellas practicas de conservación to time. Mortgagor shall comply with such facin conservation practices.

de suelo y los planes de la finca y del hogar que el acreedor hipoteccario de tiempo en and farm and home management plans as mortgager from time to

tiempo pueda prescribir.

(Diez) Si esta hipoteca se otorga para un prestamo a dueno de finca según se iden-(Ten) If this morigage is given for a fuza to a farm owner as identified

rifica en los reglamentos de la Administración de Hogares de Agracultores, el deudor in the regulations of the Farmers Homo Administration, motivação

hipotecario personalmente operara los hienes por si y por oiedio de su familia como will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any pari of it

menos que el acreedar hipotecario consienta por escrito en otro método de opera unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento or lease.

(Once) Sometera en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may requier,

información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplica con todas las leyes, ordenanzas y reglamentos operación of the property, and to comply with all laws, ordinances, and regulations

que afreten los bienes o su uso. - - affecting the property or us use.

(Docc) Id acreedor Impotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examina los bienes con el fin de determinar si la garantía to aspect and examine the property for the purpose of ascertaining whether or not

otorgada esta siendo merimada o deteriorada y si dicho examen o inspección deterthe security given is being bessened or impaned, and il such inspection or examination shall

minare, a juicio del acreedor hipotecatio, que la garantía otorgada está siendo merdiselose, in the judgment of mortgagee, that the scentiv given is being lessened

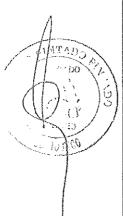
mada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los conventos de esta hipotecamortgagor of the covenants of this mortgage

(Trece) Si cualquier otra persona deteotare con o impugnare el derecho de posesión (Thirteen) Il any other person interferes sorti or contests the right of possession

del deudor hiporceario a los bienes, el deudor hiporecario immediatamente nutificara of the mortgagor to the property, the mortgagor will immediately untily

al acreedor Inpotecario de dicha acción y el acreedor hipotecario, a su opción, mortgages of such action, and mortgages at its option



podrá instituir aquellos procedimentos que heren necesarios en defensa de ac-

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichointerest, and any costs or expenditures un urred by mutrager by said

procedimientos, serán vargados a la denda del deudor hipotecario v se consideraran proceedings will be charged to the morgage debt and considered

garantizados por esta hipoteca deorro del crédito adicional de la clinsula hipotecasa by this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos, lor advances, expendiores and other payments.

(Catorice) St. d. deutlor hipotecamo en cualquier tiempo mientras estuviere vigente (Faurteen) If the mortgagor at any time while this mortgago remains in effect.

esta hipoteca, abandonare los bienes o voluntariamente se los entrepase al acree should abandon the property or voluntarily deliver it to mortgagee.

dor hipotecario, el acceedor hipotecario es por la presente antorizado y con pode morigagec is bereby authorized and empowered

tes para tomal posession de los hienes, artendarlos y administrar los bienes y coluar to take possession of the property, to tent and administra the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en praner término a los the rents, benefics, and meune from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la dende eviden costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagare o cualquier otra deuda del deudor hiporecario y aquí garantizada, by the note or any indebteduese to mortgagee hereby guaranteed.

en el ordon y manera que el arrector hipotecario determinare in what ever order and manner mortgager may determine

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor (Fifteen). At my time diat mortgages determines that mortgagos

hipotecario, puede obtener un préstamo de una asociación de crédito para produc may be able to obtain a toan fram a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible sonice, cooperative or private, at a

tipo de interés y términos razonables para prestamos por tiempo y propositos este of interest and reasonable periods of time and purposes.

similares, el deudor hipotecario, a requerimento del acreedor hipotecario, solicitara morigagor, at martgagee's request will apply for and accept

y acoptará dicho préstamo en cantidad subusente para pagar por las acciones nece said toan in sufficient amount to pay the note and any other undebierbies secured hereby and to

(Dieciseis) El incomplimiento de cualesquiera de las obligaciones garantizados (Sixteen) Should default necur in the performance or discharge et any obligation secured

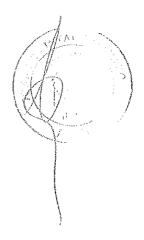
por esta hiputeca, o si el dicudor hiporeccino o cualquier otra persona incluida como by this mortgage, or should mortgagor, or any one of the persons hereia culleil

con cualquier clausula, condition, estipulación o convento o acterdo aquí contenido with any danse, conduton, supulation, envisant, or agricular contained berein,

o en cualquier convenio suplementatio, o talleciere o se declarare o fuere declarado or in any supplementare agreement, or die or he declared an

incompetente, en quiebra, involvente o biciere una cesión en beneficio de sux acrec incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of

en ekselik bir qar. Balling



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∵ rra FmHA 427-1(S) pp (Fev. 10-82)

dores, a los luenes o parte de ellos o cualquest interes en los mismos fueren.cedidos, creditors, or should the property or any part thereof or interest therein he assigned,

vendidos, atrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarity of otherwise.

sin el consentimiento por escritto del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is

rrevocablemente autorizado y con poderes, a su opcion y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without nouse (One) to

declarar toda decida no pagada bajo los terminos del pagaré o cualquier otra decida declare all amounts impaid under the note, and any indebtedness.

al acreedor lupotecario aqui garantizada, inmediatamente vencido y pagadera y in the mortgage secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los terminos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof. (Iwo)

incurrir y pagar los gestos razonables para la reparactión o mantenimiento de los to incur and pay reasonable expenses for the repair and mantenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgager dal not pay as

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium.

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or cons for the protection and preservation of the property—

y de esta hipoteca o metimplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

(Diecisiere) El deudor hipotecario pagara o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements.

de esta hiporeca, los del pagare y en cualquier otro convenio suplementario, inof this mortgage and of the note and of any supplementary agreement, including

chiyendo los gastos de mensura, evidencia de titulo, costas, inscripción y honothe costs of survey, evidence of tide, court costs, recordation fee and

rarios de abogado. attorney's fees.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (highteen) Without in any manner affecting the right of the mortgagee to require and

hader cumplingen una fecha subsigniente a les mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligation es aquí contemdos o similares ir otros convenios, y sin afectar la responobligation herein set forth, and without affecting the hability

sabilidad de cualquier persona para el pago del pagare o cualquier otra deuda aquí of any person for payment of the note or any indebtedness

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the hen created upon said property or the priority of

gravánien, el acreedor hipotecario es por la presente autorizado y con poder en sud hen, the mortgagee is hereb y authorized and empowered at

cualquier riempo (Uno: tenunciar el complimiento de cualquier convento u obliany time (one) waive the performance of any covenant or obligation

gaction agin contenula o en el pagaré o en ettalquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement, (two)

negociar con el dendor hiporeciario o conceder al dendor lupoteciario citalquier deal in any way with incatgagor or gram to mortgagor any indulgencia o tolerancia o extension de riempo para el pago del pagare, con el and the mark of the manner or extension of the time for payment of the nore (with the consentimienta del tenedor de dicho pagaré cuando está en manos de un prestaconsent of the holder of the note when it is held by mista asegurado) o para el pago de cualquier deuda a lavor del acreedor hiporeca-an insured leuder) or for payingut of any indebtedues to martgagee 110, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualhereby seeingd, or (three) execute and deliver partial releases of any quier paire de los bienes de la hiporeca aqui constituida ii otorgai diferimiento o part of said property from the lien hereby created or grant deferment or postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre postponement of this mortgage to any other lien over dichas bears, - - - - - - - - said monerty. (Diccinneve) Trados los derechos, título e interés en y sobre la presente hipoteca, (Sinctorn) All right, title and interest in or to this mortgage. incluyendo pero no limitando el poder de ororgai consenimientos, cancelaciones including but not horited to the power to grant consents, partial releases. ... parciales, subordinación, cancellation total, tadica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively in acreedor hiponecarin y unigin presianusta asegurado tendra derecho. Ettilo o m morigager, and no insured lender shall have any right, title or micrest teres alguno en o sobre el gravámen y los beneficios aquí contenidos, in or to the lien or any henefits herein contained. (Venite) El incomplimiento de esta hipoteca constituira incumplimiento de cuales (Twenty) Default hercunder shall constitute default under any quiera otra hiporcea, préstamo refaccionario, o hipoteca de bienes nuebles poseída other real estate or crop or challel mortgage held o asegurada por el acreedor hipotecario y ororgada o asumida por el deudor hipo or maired by martgager and executed or assumed by mortgagot. tecario; y el incumplimento de cualesquiera de díchos instrumentos de garantia and default moder any such other security instrument shall construirá incumplimiento de esta hipoteca. constitute default liereunder. (Ventumo) Todo aviso que haya de daise bajo los terminos de esta hipoteca será (Twenty-One) All notices to be given under this mortgage shall remitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified mail unless otherwise required by law, será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto. and shall be addressed until some other address is designated in a notice so given, en el caso del acreedor hipotecario a Administración de Hogares de Agricultures, in the case of mortgagee to Farmers Home Administration, Departamento de Agricultura de Estados Unidos, San Juan, Ejerto Rico, y en el United States Department of Agriculture, San Juan, Puerto Ruo, and mole caso del dendor hiporecario, a el a la dirección po ras de su residencia según se rase of mortgagor no him ar the pust office address of his residencia system? especifica mas adclante

FB9 GADO

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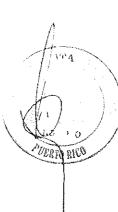
(Ewonty Iwo) Mortgagor by these presents grants to morbragoe

Ventudos: El dendo: Impotecario por la presente cede al accerdor Impotecario

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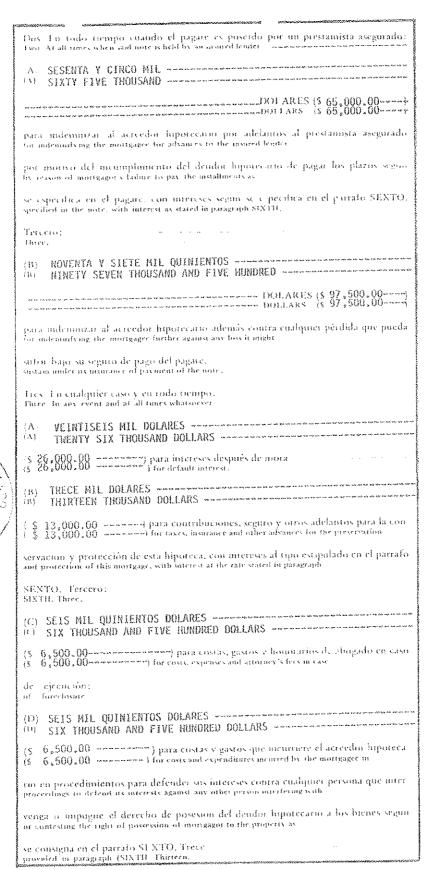
ent 1-2 Filed 11/23/20 Page 11 of 19	
d supports the experience of the experience of the entering for public -	1450
público de los luenes o parte de ellos así como también el importe de la senter use of the property or any pari iliercol as well as the amount of any judgment	ıcia
por daños causados a los bienes. El acreedor hipotecario aplicará el importe los dantages caused to the property. The mortgages will apply the amount at	asi
recibido al pago de los gastas en que incurriere en su cobro y el balance al pago received in the payment of costs incurred in its collection and the balance to the payment	del
pagare y cualquier cantidad adendada al acreedor Inporecario garantizada por e of the note and any indeptedness to the mortgagee secured by this	sta
hipoteca, y si hubiere algún sobrante, se reembulsaca al deudoi hipotecario, · · · · · nortgage, and if ans amount then remains will pay such amount to mortgagor.	٠
SEPTIMO: Para que suva de tipo a la primera subasta que deberá celebrarse en ca SEVENTH: That for the purpose of the first sale to be held in case—	iso
de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enm of forcelosure of this mortgage, in conformity with the mortgage law, as amended,	ea-
dada, el deudor hipotecacio por la presenta tasa los bienes lupotecados en la su mortgagor does bereby appraise the mortgaged property in the amount	ma
de SESENTA Y CINCO MIL DOLARES (\$65,000.00)	- 454 483 m pills 446 p for 450
OCTAVO: El, deudor hipotecario por la presente renuncia al tramite de reque EGITIT: Montgagor hereby waives the requirement of law and agrees to be	ri-
miento y se considerará en mora sin necesidad de notificación algona por pa considered in default without the necessity of any notification of default or demand for p	rte ay•
del acreedor lupotecario. Esta lupotuca esta sujeta a los reglame <mark>ntos de la A</mark> ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the	.d-
ministración de Hogares de Agricultores ahora en vigor y a futuros reglamente	os,
no inconsistentes con los términos de esta hipoteca, así como también sujeta not inconsistent with the provisions of this mortgage, as well as in the	a
las leyes del Congreso de Estados Unidos de America que autorizan la asignacia taws of the Congress of the United States of America authorizing the making and	ប់ព
y aseguramiento del préstamo antes mencionado.	
NOVENO. Las cantidades garantizadas por usta hípoteca son las signientes: NINTII The amounts guaranteed by this mortgage are as follows:	
Una En todo tiempo cuando el pagaré relacionado en el párralo TERCERO one At all times when the note mentioned in paragraph THIRO of	de
esta hipoteca sea poseido por el acreedor hipotecario o en caso que el acreed this mortgage is held by mortgagee, or in the event mortgagee	or
hipotecario cediere esta hipoteca sin asegutar el pagare. ************************************	

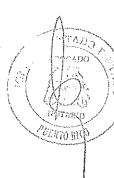


SESENTA Y CINCO MIL SIXTY FIVE TROUSAND DOLARLS (\$5,000.00---)

el principal de dicho pagare, con sos intereses segun estipulados a razón del managemento the principal amount of said note, together with interest as stipulated therein at the rate of management.

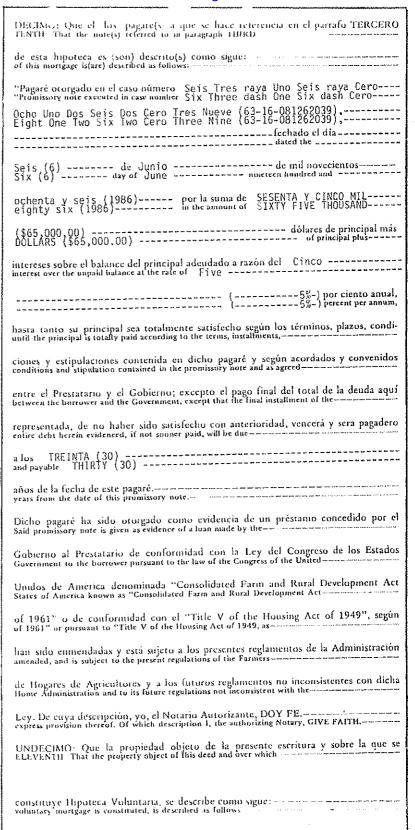
Cinco por cento qualitativa per cento qualit





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Forma ... 427-1(S) PR (Rev. 10-82)





RUSTICA: Predio de terreno de CIENTO CINCUENTA Y SEIS CUERDAS, sita en los barrios Naranjo y Aguas Blancas del término
municipal de Yauco, colindante por el WORTE, con terrenos de
Luis Natali y otros de Antonio Castañer antes, hoy de Juandulia: por el ESTE, con terrenos de Luis Natali y JuliaJulia: por el OESTE, con terrenos de Luis Natali y Julianos Giussepi, separados en parte por una quebrada y por elSUR, con tierras de Juan Julia y con la finca de Seis y Media
Cuerdas que es el remanente de la finca principal. Inscrita
en el Registro de la Propiedad de San Germán, al folio Ciento
Sesenta y Cuetro (164) del Tomo Ciento Sesenta y Siete (167)
de Yauco, Finca Número Cinco Mil Cuatrocientos Once (5411),e Inscripción Primera.

URBANA: Solar Número VEINTICUATRO (24) del Bloque "H" del--Plano de URBANIZACION LUCCHETTI, radicado en el Barrio Jácanas, del término municipal de Vauco, Puerto Rico, compuestode TRESCIENTOS TREINTA Y TRES METROS OCHENTICINCO CENTIMETROS CUADRADOS (333.85 m/c), colindando por el MORTE, en Veinti--cuatro metros disciocho centimetros (24.18) con el Solar-----H-Veinticinco (H-25); por el SUR, en Veinticuatro metros---treintiocho centimetros (24.36) con el Solar N-Veintitres----(H-23); por el ESTE, en trece metros setenticinco centimetros (13.75) con la Calle Número Uno (1) de la Urbanización; y por el OESTE, en trece metros setenticinco centimetros (13.75)--con el Río Yauco. Enclava una casa de hormigón reforzado y-bloques, de una sola planta, dedicada a vivienda. Inscrita-en el Registro de la Propiedad de San Germán, al folio Sesenta y Cinco (65) del Tomo Ciento Setenta y Seis (176) de Vauco Finca Número Cinco Hil Seiscientos Cincuenta y Seis (5656), --Inscripción Primera,-----

Adquirió el prestatario la descrita finca por compra a Don-----Borrower acquired the described property by purchase to Mr.--

José Manuel Pietri Orengo y Dona Emilia Pacheco, la finca A;-José Manuel Pietri Orengo and Mrs. Emilia Pacheco, the farm A;

y por compra a Urbanización Lucchetti, Inc. y Banco Crédito---and by purchase to Urbanización Lucchetti, Inc. and Banco----

y Ahorro Ponceho, representados la primera por Don José A. Crédito y Ahorro Ponceho, represented the first by Mr. José A.

Vientos, y el segundo por Don Tomás Serrano, Jr., la finca B. Vientos, and the second by Mr. Tomás Serrano, Jr., the farm B.

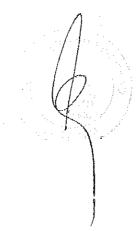
según consta de la Escritura Número Treinta y Cinco (35),---pursuant to Deed Number Thirty Five (35),-----

de fecha Cinco (5) de Septiembre de mil novecientos setenta---dated September Five (5), nineteen hundred and seventy------

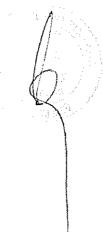
unte el Notario Luis Negrón López, la finca A; y según consta before Notary Luis Negrón López, the farm A; and pursuant to-

de la Escritura Número Setenta y Tres (73), de fecha Sets (6) Deed Number Seventy Three (73), dated April Six (6),----

de Abril de mil novecientos sesenta y ocho (1968), otorgada-nineteen hundred and sixty eight (1968), executed-----



en la ciudad de Ponce, Puerto Rico, ante el Notario Arielin the city of Ponce, Puerto Rico, before Notary Ariel
Colon Clavell.
DUODECIMO: Que comparecen en la presente escritura como TWELFTH: The parties appearing in the present deed as
Deudores Hipotecarios DON GILBERTO PIETRI ORENGO Y DOÑA BER- Mortgagors MR. GILBERTO PIETRI ORENGO AND MRS. BERTA
TA PELLICIER, mayores de edad, casados entre sí, propietarios PELLICIER, of legal age, married, proprietors,
y vecinos de Yauco, Puerto Rico, cuya dirección postal es: and neighbors of Yauco, Puerto Rico, whose postal addressis:
Urbanización Lucchetti, Calle Uno (1), H-Veinticuatro (H-24), H-Twenty Four (H-24), One (1) Street, Urbanización Lucchetti,
Yauco, Puerto Rico.
DECIMO TERCERO: El importe del préstamo aquí consignado THIRTEENTH: The proceeds of the loan herein guaranteed
se usó o será usado
表,我们们就是这种的,我们就想到她就是我们的,我们就会会会会会会会会会会会会会会会会会会会会会会会会会会会会会会会会会会会会
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I managed, 427 (S) PR Term Them.

to a fluor agriculty vil construction via reputation (46 mejoras de las instalaciones).

funcas on la fincajs) descrita s), installations on the described facility).

DECIMO CUARTO: El prestatario ocupara personalmente y usara cualquier estruc FOORTEENTE: luc horiower will personally occupy and use any structure.

tura que haya sido construída, inejorada o comprada con el importe del préstamo constructed, improved or purchased with the proceeds of the foat

aquí garantizado y no arrendará o usará paro otros tines dicha estructura a menos hereia guarantecil and shall not lease or use for other purposes said structure unless

que el Gobierno lo consieura por escrito. La violación de esta clausula como la the Government su consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el violation of any other agreement or clause berein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en the debt to become due as if the whole term had elapsed and the

apritud el Gobierno de declarar venendo o pagadero el préstamo y proceder a la Government at its option may declare due and payable the loan and proced to

ejecución de la hipoteca. the foreclosure of the mortgage.

DECIMO QUINTO: Leta hipoteca su extiende expresamente a toda construcción EFFEENTE: Elis mortgage expressly extends to all construction

o edificación existente en la(s) funca(s, antes dese) ita s- y a toda mejora, construeor building existing on the farm(s) hereinbefore described and all improvement.

cion o edificación que se construya en dicha finca's) durante le vigencia del présconstruction or building constructed on said form(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales mortgage loan constituted in favor of the Government is in effect, made by the present

ducións deudores o por sus casionarios o causahabientes.

DECIMO SENTO. El deudor hipotecario por la presente renuncia mancomunada SINTENTII: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahalvientes, succsores o severally for himself and on behalf of his heirs, assignees, soccessors or

representantes a favor del acreedor (ADministración de Hogares de Agricultores), representatives, in favor of mortgagee (Formers Home Administración)

cualquier derecho de Hogar Securo (Homestead) que en el present o en el futuro any Homestead tight (Homestead) that presently or in the luture

pudnera tener en la propiedad descrita en el páreafo undécimo y en los edificios he may have in the property described in paragraph eleventh aud in the buildings

ally enclavados o que en el futuro fueran construídos; renuncia esta permiuda thereon or which in the fature may be constructed; this waiver being permitted

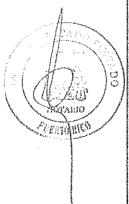
a Javor de la Administración de Hogures de Agricultores por la Ley Número trece in Javor de the Larmers Home Administration by Law Number Thirteen

(13) del ventriocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31 (13) of the twenty eights of May, nincteen hundred sixty-nine (1969) (31

LPRA 1851 LPRA 1844

DECIMO SEPTIMO: El acreedor y el deudor lipotecario convicuen en que cual-SEVENTEINIH: Morigager and morigagor agree that any

quier esculis, horso, calentador comprado o financiado total o parcialmente consione, acen, usues ficarer, purchased or financial completely or partially with



	fondos del prestano aqui parantizado, se con acrara e interpretera como pari fundo of the foan herem occinated, sall be considered and indirestood in form part
	de la propiedad gravada por esta Hipoteca. of the property encombered by this Mortgage,
	DECL'10 OCTAVO: El dendor hiporecarso se compromete y se obliga a mudarso EIGITTEFNTE: The mortgagor agrees and obligates binsell to move
	y a ocupar la propiedad objeto de esta escritura dentro de los proximos sexent, and occupy the property object of this deed within the following uses:
	dras a partir de la fecha de la inspección final; y en caso de circumstancias impre- das s from the date of final inspection, aud in the event of influences or cultimatances.
	vistas fuera del control del dendor Inporerario que le impidiera mudarse, este le bevond his control which would impede him to do so, he will
The state of the s	northeara por escrito al Supervisor Local norths it in writing to the County Supervisor.
TOTAL SEASON SEA	DECIMO NOVENO. Toda mejora, construcción o edificación que se construy: NINETEENTH: All improvement, construction or building constructed
A STATE OF THE PARTY AND ADDRESS OF THE PARTY ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDR	en dicha finca durante la vigencia antes mencionada debera ser construïda previa on said farm(s) during the term bereinbefore referred to, must be made with the previous
-	autorización pur esculo del acreedor hipotecurio conforme a los reglamentos pre- consent in serving of mortgager m accordance with present regulations.
Share the charter and a second	sentes χ aquellos futuros que se promulgaren de acuerdo a las leyes federales y or future ones that may be promulgated pursuant to the federal and
THE PERSON NAMED IN COLUMN	locales an inconsistences o incompatibles con las leves actuales que gobiernar local faws not inconsistent or incompatible with the present laws which govern
A TOTAL PROPERTY OF THE PARTY O	estos tipos de préstamos
The second second	VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de TWENTIFTH. This instrument also secures the recapture of
	cualquier credito por intereses o subsidio que pueda otorgarse a los prestatarios any interest exciti or subsidy which may be granted to the borrower(s) by the
	por el Gobierno de acuerdo con las disposiciones del Titulo Cuarentidos del Código Government pursuant to Forty-Two
	de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a) U.S.C. Fourteen Ninety's (42 U.S.C. 1490a)
	En el pårrafo DECIMO TERCERO se indica que el préstamo aquíIn paragraph THIRTEENTH is said the loan herein
	consignado se uso ó será usado para fines agriculas, pero especi- guaranteed was used or will be used for agricultural purposes,
	ficamente será usado para mejoras permanentes en la finca y para but specifically will be used for improvement permanents on the
	pagar deudas



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orma Fm._, 427-1(5) PR key. 10~82)

 	ACEPTACION	
	ACCEPTANCE	

El (los) comparecientes ACEPTAN esta escritura en la forma reductada una vez The appearing party (parties) ACCLPT(S) this deed in the manner drawn once

Así lo dicen y otorgan ante mi, el Notario autorizante el los compareciente(s) So they say and execute before me, the authorizing Notary, the appearing party (parties)

sin requerir la presencia de testigos despues de reminerar su detecho a ello del que without demanding the presence of witnesses after waiving his (their) right to do so of which

advertí. I advised him (them).

Después de ser leida esta escritura por el (los) compareciente(s), se ratifica(n) After this deed was read by the appearing party(parties) be (they) ratify its

en su contenido, pone(n) sus iniciales en cada uno de los fólios de esta escritura contents, place(s) his (their) initials on each of the folios of this deed

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY including the last one, and all sign before me, the authorizing Notary who GIVES

FE de todo el contenido de esta escritura. FAITH to everything contained in this deed.

FIRMEROO: GILBERTO PIETRI ORENGO Y BERTA PELLICIER.

Pirusdo, signado, sellado y rebricado: Ignacio Pintado-Finisdo. kny cancelede en su original los correspondientes sellos do Restas Enternas y el Impuesto Notarial. -

CERTIFICO que es copia floi y exactade su original obrante en mi Protocolo de Instrumentes Públices del --corrients and all que me resite.

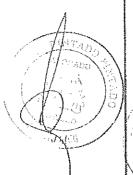
gardicida do Don Gilberto Pietri-Orenyo y Dona Berta Pellicier,----

dupido una copia do la presente escritura,~ Colonio excisió dicha expedición.









Res Don. Dr. Dr.

Long of the Police of the Poli

12234 # 1223

- 1871/75 Per Court Court of the Court of th

DEED NUMBER TWENTY-EIGHT

REAMORTIZATION OF MORTGAGE LOAN AND MORTGAGE MODIFICATION

In Yauco, Puerto Rico, on the day March thirteen, nineteen ninety-two (1992).

BEFORE ME

OSCAR CASTELLON PEREZ, Attorney and Notary Public of this Island, with residence and offices in Yauco, Puerto Rico.

APPEAR

[Seals]

THE FIRST PARTY: AS MORTGAGORS: MR. GILBERTO PIETRI ORENGO AND MRS. BERTA PELLICIER RORIGUEZ, both of legal age, married to each other, he is a farmer by trade, she is a homemaker, and residents of Yauco, Puerto Rico, and they report that they have the following Social Security number: XXX-XXXXXX and XXX-XXXXXX, respectively.

THE SECOND PARTY: AS MORTGAGEE: UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, in accordance with the provisions of the Law of Congress titled "Consolidated Farmers Home Administration Act of 1961," with headquarters in Washington, District of Columbia, United States of America. The party is represented in this action by MR. CARLOS B. VEGA, of legal age, married, employee and resident of Sabana Grande, Puerto Rico, Social Security Number: XXX-XX-XXXX, in his capacity as Director of the Farmers Home Administration Yauco Office; said agency has employer account number F. His credentials are duly recorded at the Property Registry.

I DO ATTEST

To my personal acquaintance with the parties and, through their statements, to their personal circumstances. They assure me they have, and, in my judgment, they do have the necessary legal capacity for this type of granting and, consequently, freely and voluntarily:

THEY STATE

FIRST: That the Mortgagors are currently the owners of the following property:

Bk - 353 Yauco Pg - 71 Frm - 5,411 11th Rec.

[Seals]

Bk - 176 Yauco Pg - 70 Frm - 5656 7th Rec: RURAL PROPERTY: Plot of land of ONE HUNDRED FIFTY-SIX CUERDAS (156), located in the Neighborhoods of Naranjo and Aguas Blancas of the Municipality of Yauco. Bordered to the NORTH by plots of land belonging to Luis Natali and others previously belonging to Antonio Castañer, presently belonging to Juan Androver; to the EAST by plots of land belonging to Luis Natali and Juan Julia; to the WEST by lands belonging to the Giuseepi Brothers, separated in part by a ravine; and to the SOUTH by plots of land belonging to Juan Julia and the remnants of the main farm. Recorded at the Property Registry of San Germán on page one hundred sixty-four (164) of Book One Hundred Sixty-Seven (167) of Yauco, farm number five thousand four hundred eleven (5411), first recording.

URBAN PROPERTY: Plot number twenty-four (24) of Block "H" of the Luchetti Urban Development Plan, located in the Neighborhood of Jácanas of the Municipality of Yauco, Puerto Rico. Composed of THREE HUNDRED THIRTY-THREE SQUARE METERS AND EIGHTY-FIVE SQUARE CENTIMETERS (333.85 m²). Bordered to the NORTH by Plot number H twenty-five (H-25) along twenty-four meters and eighteen centimeters; to the SOUTH by Plot number H twenty-three (H-23) along twenty-four meters and thirty-eight centimeters; to the EAST by Development Street Number One (1) along thirteen meters and seventy-five centimeters (13.75); and to the WEST by the Yauco River along thirteen meters and seventy-five centimeters (13.75).

Includes a one-story house made of reinforced concrete and cinderblock to be used as housing. Recorded at the Property Registry of San Germán on page sixty-five (65) of Book one hundred seventy-six (176) of Yauco, farm number five thousand five hundred fifty-six (5656) and first recording.

TITLE AND CHARGES

Said property is subject to Mortgage in favor of the United States of America, acting through Farmers Home Administration, in the following amounts, to wit:

A. MORTGAGE in guaranty of one promissory note in favor of The Federal Land Bank of Baltimore in the amount of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) with interest at a rate of twelve point fifty percent (12.50%) per annum and with maturity on February 1, 2013. It was established through Deed Number One Hundred Twelve (112), granted in San Germán on September sixteen (16), nineteen eighty-two (1982), before the notary Tomás E. Vivoni. Recorded on the back of page 167 of book 167 of Yauco, farm number 5411 and fourth recording. A condition of this mortgage is that no easement may be established without the written consent of the mortgagee.

- B. MORTGAGE in guaranty of one promissory note in favor of Puerto Rico Production Credit Association or to its order in the amount of TEN THOUSAND DOLLARS (\$10,000.00), with interest at twelve point fifty percent (12.50%) per annum and with maturity upon presentation. It was established through Deed Number One Hundred Ninety-Two (192), granted in San Germán, Puerto Rico, on December ten (10), nineteen eighty-three (1983), before the notary Tomás E. Vivoni. Recorded on page 168 of book 167 of Yauco, farm number 5411 and fifth recording.
- C. MORTGAGE in guaranty of one promissory note in favor of Puerto Rico Production Credit Association or to its order in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00), with interest at ten point fifty

percent (10.50%) per annum and with maturity upon presentation. It was established through Deed Number One Hundred Thirty-Two (132), granted in San Germán, Puerto Rico, on September nineteen (19), nineteen eighty-five (1985), before the notary Tomás E. Vivoni. Recorded on the back of page 168 of book 167 of Yauco, farm number 5411 and sixth recording.

D. MORTGAGE in guaranty of one promissory note in favor of the United States of America, acting through the Farmers Home Administration, in the amount of SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00), with interest at 5% per annum and with maturity at 30 years from the date of the promissory note. It was established through Deed Number Forty-One, granted in Yauco, on June six (6), nineteen eighty-six (1986), before the notary Ignacio Pintado Pintado, recorded on page 169 of the book 167 of Yauco, farm number 5411 and seventh recording. A condition of this mortgage is that it may not be sold, leased or mortgaged without the consent of the mortgagee

E. MORTGAGE in guaranty of one promissory note, over this and another farm, in favor of United States of America, acting through the Farmers Home Administration, in the amount of THIRTY-FIVE THOUSAND (\$35,000.00) DOLLARS, with interest at a rate of 3 3/4% percent per annum and with maturity at seven years from the date of the promissory note. It was established through Deed Number Sixty-Seven (67), granted in Yauco on October twenty (20), nineteen eighty-seven (1987), before the notary Ignacio Pintado Pintado, recorded on the back of page 170 of

book 167 of Yauco, Puerto Rico, farm number 5411 and eight and final recording. A condition of this mortgage is that it may not be sold, leased or mortgaged without the consent of the mortgagee.

Refer this title and charge to the real estate property recorded on page 164 of book 167 of Yauco, farm number 5411 and first recording.

TITLE AND CHARGES

A. MORTGAGE in guaranty of one promissory note in favor of *La Corporación de Crédito Agrícola* [Farm Credit Corporation] in the amount of SIX THOUSAND DOLLARS (\$6,000.00), with interest at nine point eight quarters percent (9 8/4 %) per annum and with maturity upon presentation. It was established through Deed Number Sixty (60), granted in San Juan on May ten (10), nineteen eighty-four (1984), before the notary Carmen Dolores Ruiz López, recorded on the back of page 66 of book 176 of Yauco, farm number 5656 and second recording.

B. MORTGAGE in guaranty of one promissory note, over this and another farm, in favor of the United States of America, acting through the Farmers Home Administration, in the amount of SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00) with interest at five percent (5%) per annum and with maturity at thirty (30) years from the date of the promissory note. It was established through Deed Number Forty-One (41), granted in Yauco, Puerto Rico, on June six (6), nineteen eighty-six (1986), before the notary Ignacio Pintado Pintado. Recorded on page 67 of book 176 of Yauco, farm number 5656 and third recording.

A condition of this mortgage is that it may not be sold, leased or mortgaged without the consent of the creditor.

MORTGAGE in guaranty of one promissory note, over this and another farm, in favor of United States of America, acting through the Farmers Home Administration, in the amount of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) with interest at eight and three quarters percent (8 ³/₄%) per annum, and with maturity upon presentation at seven (7) years from the date of the promissory note. It was established through Deed Number 67, granted in Yauco, Puerto Rico, on October twenty (20), of nineteen eighty-seven (1987), before the notary Ignacio Pintado Pintado. Recorded on page 68 of book 176 of Yauco, Puerto Rico, farm number 5656 and fourth and final recording. A condition of this mortgage is that it may not be sold, leased or mortgaged without the consent of the creditor.

Seals

Refer this title and charge to the real estate property recorded at the Property Registry of San Germán on page 65 of book 176 of Yauco, farm number 5656 and first recording.

SECOND: The mortgagors continue to state that, in order to re-amortize the mortgage debts, they did request and obtain the consent of the mortgagee, United States of America, acting through the Administrator of the Farmers Home Administration, in accordance with the Law of Congress titled "Consolidated Farmers Home Administration Act of 1961," and the approved regulation to the effect, to re-amortize of the mortgage debt.

THIRD: The mortgagors state that they have personal knowledge of each and every one of the obligations, clauses and stipulations contained or mentioned in the mortgage deeds, and through this act do clearly, solemnly, and fully agree to comply with each and every obligation, clause and stipulation required by the

Farmers Home Administration.

RE-AMORTIZATION AND MODIFICATION

OF PROMISSORY NOTE AND MORTGAGE PAYMENT

FOURTH: The appearing party, MR. CARLOS B. VEGA, in his capacity, states that as the Mortgagors have been accepted to receive the benefits of the Law of Congress titled "Consolidated Farmers Home Administration Act of 1961," as amended, he has agreed to re-amortize and modify the payment structure of the installments recorded on the Promissory Notes and mortgages as follows:

MORTGAGE in amount of SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00): The total amount owed, as of March thirteen (13), nineteen ninety-two (1992), on the promissory note in the amount of SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00) is SIXTY-FOUR THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS AND FOURTEEN CENTS (\$64,361.14), with interest at a rate of (4.5%) percent, which interests shall not include the amount of THREE THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS AND THIRTY-EIGHT CENTS (\$3,768.38) as interest that may not be capitalized, and which shall be paid as follows:

FOUR THOUSAND THREE HUNDRED THIRTY-NINE DOLLARS (\$4,339.00) on or before January first, nineteen ninety-three (1993), and an equal amount on January first until the year of two thousand seventeen (2017).

[Seals]

MORTGAGE in amount of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00): The total amount owed, as of March thirteen (13), nineteen ninety-two (1992), on the promissory note in the amount of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) is TWENTY-ONE THOUSAND SIX HUNDRED EIGHTY-THREE DOLLARS AND SIXTY CENTS (\$21,683.60), with interest at a rate of seven percent per annum, which interest shall not include the amount of TWO THOUSAND ONE HUNDRED TWENTY-EIGHT DOLLARS AND THIRTY-ONE CENTS as interest that may not be capitalized and which shall be paid as follows:

TWO THOUSAND TWO HUNDRED NINETY DOLLARS (\$2,290.00) on or before January first, nineteen ninety-three (1993), and an equal amount each January first until the year of two thousand eight (2008).

MORTGAGE in amount of SEVENTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$17,800.00): The total amount owed, as of March thirteen (13), nineteen ninety-two (1992), on the promissory note in the amount of SEVENTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$17,800.00) is EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS AND TWENTY-ONE CENTS (\$18,754.21), with interest at a rate of four point five percent (4.5%) per annum, which interest shall not include the amount of NINE HUNDRED NINETY-FOUR DOLLARS AND EIGHT CENTS (\$994.08) as interest that may not be capitalized and which shall be paid as follows:

ONE THOUSAND FIVE HUNDRED SEVENTEEN DOLLARS (\$1,517.00) on or before January first, nineteen ninety-three (1993), and an equal amount each January first until the year of two thousand eleven (2111).

[Seals]

MORTGAGE in amount of TWELVE THOUSAND TWO HUNDRED DOLLARS (\$12,200.00): The total amount owed, as of March thirteen (13), nineteen ninety-two (1992), on the promissory note in the amount of TWELVE THOUSAND TWO HUNDRED DOLLARS (\$12,200.00) is TWELVE THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS AND FIFTEEN CENTS (\$12,854.15) with interest at a rate of four point five percent (4.5%) per annum, which interest shall not include the amount of SIX HUNDRED EIGHTY-ONE DOLLARS AND THIRTY-FOUR CENTS (\$681.34), as interest that may not be capitalized and which shall be paid as follows:

ONE THOUSAND NINE HUNDRED THIRTY-TWO DOLLARS (\$1,932.00) on or before January first until the year of two thousand one (2001).

FIFTH: The appearing party MR. CARLOS B. VEGA, acting in his capacity, delivers to me, the Notary, the promissory notes that secure, respectively, the mortgages. He assures me that they have not been negotiated or encumbered in any way by their current holder and owner, the United States of America, and once identified by myself, the Notary, confirming that are the same promissory note, I do proceed to affix the following note to the backs of each:

PROMISSORY NOTE in the amount of SIXTY-FIVE THOUSAND

DOLLARS (\$65,000.00): "The amount of this promissory note and the mortgage that guarantees it, re-amortized on March thirteen (13), nineteen ninety-two (1992), gave a total amount owed of SIXTY-FOUR THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS AND FOURTEEN CENTS, that is, SIXTY THOUSAND FIVE HUNDRED NINETY-TWO DOLLARS AND EIGHT CENTS of interest, accruing interest itself at a rate of four point five percent (4.5%) per annum, and THREE THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS AND THIRTY-EIGHT CENTS of interest that may not be capitalized,

Correction at end \$60,592.76 [Illegible] 3,76[Illegible] 4.5% int.

3,7[Illegible]

FOUR THOUSAND THREE HUNDRED THIRTY-NINE DOLLARS (\$4,339.00) on or before January first, nineteen ninety-three, and an equal amount each January first until the year of two thousand seventeen (2017), pursuant to Deed Number Twenty-Eight (28), dated March thirteen (13), nineteen ninety-two (1992), before the notary Oscar Castellón Pérez. I Do Attest. In Yauco, Puerto Rico, March thirteen (13), nineteen ninety-two (1992. (Signed, stamped and initialed) OSCAR CASTELLON PEREZ, NOTARY PUBLIC.

which shall be paid as follows:

(Signed, stamped and initialed) OSCAR CASTELLON PEREZ, NOTARY PUBLIC.

PROMISSORY NOTE in the amount of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00): The amount of this promissory note and the mortgage that guarantees it, re-amortized on March thirteen (13), nineteen ninety-two (1992), gave a total amount owed of TWENTY-ONE THOUSAND SIX HUNDRED EIGHTY-THREE DOLLARS (\$21,683.00), that is NINETEEN THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS AND TWENTY-NINE CENTS (\$19,555.29) of interest, accruing interest itself at a rate of seven (7%) percent per annum, and TWO THOUSAND ONE HUNDRED TWENTY-EIGHT DOLLARS AND THIRTY-ONE CENTS (\$2,128.31) of interest that may not be capitalized, which shall be paid as follows:

[Seals]

TWO THOUSAND TWO HUNDRED NINETY DOLLARS (\$2,290.00) on or before January first, nineteen ninety-three (1993), and an equal amount each January first until the year of two thousand eight (2008), pursuant to Deed Number Twenty-Eight (28), dated March thirteen (13), nineteen ninety-two (1992), before the notary Oscar Castellón Pérez, I Do Attest. In Yauco, Puerto Rico, March thirteen (13), nineteen ninety-two (1992). (Signed, stamped and initialed) OSCAR CASTELLON PEREZ, NOTARY PUBLIC.

PROMISSORY NOTE in amount of SEVENTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$17,800.00): The amount of this promissory note and the mortgage that guarantees it, re-amortized on March thirteen (13), nineteen ninety-two (1992), gave a total amount owed of EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS AND TWENTY-ONE CENTS (\$18,754.21), that is SEVENTEEN THOUSAND SEVEN

HUNDRED SIXTY DOLLARS AND THIRTEEN CENTS (\$17,760.13) of principal, NINE HUNDRED NINETY-FOUR DOLLARS (\$994.00) of interest, accruing interest itself at a rate of four point five percent (4.5%) per annum, and NINE HUNDRED NINETY-FOUR DOLLARS AND EIGHT CENTS (\$994.08) of interest that may not be capitalized, which shall be paid as follows:

ONE THOUSAND FIVE HUNDRED SEVENTEEN DOLLARS (\$1,517.00) on or before January first, nineteen ninety-three (1993), and an equal amount each January first until the year of two thousand eleven (2011), pursuant to Deed Number Twenty-Eight (28), dated March thirteen (13), nineteen ninety-two (1992), before the notary Oscar Castellón Pérez, I Do Attest. In Yauco, Puerto Rico, March thirteen (13), nineteen ninety-two (1992). (Signed, stamped and initialed) OSCAR CASTELLON PEREZ, NOTARY PUBLIC.

PROMISSORY NOTE in amount of TWELVE THOUSAND TWO

HUNDRED DOLLARS (\$12,200.00): The amount of this promissory note and the mortgage that guarantees it, re-amortized on March thirteen (13), nineteen ninety-two (1992), gave a total amount owed of TWELVE THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS AND FIFTEEN CENTS (\$12,854.15), that is TWELVE THOUSAND ONE HUNDRED SEVENTY-TWO DOLLARS AND EIGHTY-ONE CENTS of principal, SIX HUNDRED EIGHTY-ONE DOLLARS AND THIRTY-FOUR CENTS of interest, accruing interest itself at a rate of four point five percent (4.5%) per annum, and SIX HUNDRED EIGHTY-ONE

DOLLARS AND THIRTY-FOUR CENTS of interest that may not be capitalized,

which shall be paid

as follows:

ONE THOUSAND NINE HUNDRED THIRTY DOLLARS (\$1,932.00) on or before January first, nineteen ninety-three, and an equal amount each January first until the year of two thousand one (2001), pursuant to Deed Number Twenty-Eight (28), dated March thirteen (13), nineteen ninety-two (1992), before the notary Oscar Castellón Pérez, I Do Attest. In Yauco, Puerto Rico, March thirteen (13), nineteen ninety-two (1992). (Signed, stamped and initialed) OSCAR CASTELLON PEREZ, NOTARY PUBLIC.

CLARIFICATION AND CORRECTION:

In the above paragraph five, where the promissory notes to be re-amortized are identified and described, it is hereby clarified and corrected that in relation to to the underlined content of promissory note for SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00), it should read as follows:

[Seals]

"...SIXTY THOUSAND FIVE HUNDRED NINETY-TWO DOLLARS AND SEVENTY-SIX CENTS (\$60,592.76) of principal and THREE THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS AND THIRTY-EIGHT CENTS (\$3,768.38) of interest, accruing interest itself at a rate of four point five percent (4.5%) per annum, and THREE THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS AND THIRTY-EIGHT CENTS (\$3,768.38) of interest that may not be capitalized..."

Thus corrected this insertion, I Do Attest to same.

Once the respective notes are placed and signed, I return them to the appearing party, Mr. Carlos B. Vega, in his capacity.

SIXTH: The appearing parties entering into contract by way of this instrument agree that this re-amortization does not constitute an extinctive novation of the aforementioned existent obligation (debt), as there does not exist nor is there any incompatibility between said obligation (debt) and the modification of same under the terms and conditions herein recorded. Therefore, it is requested that the Honorable Property Registrar note the foregoing upon the recording of this document.

ACCEPTANCE AND WARNINGS

The MORTGAGORS and THE MORTGAGEE accept this deed as it has been drafted according to their instructions, and after I have made all the legal warnings pertinent to this type of granting.

READING AND GRANTING

The notary did read this deed to the appearing parties out loud and in one act, after advising them of their right to personally read same and to request the presence of instrumental witnesses, which rights they did waive, the appearing parties proceed to ratify the deed in its entirety and affix their initials in the left margin to each and every page of this deed and sign their full names at the end of it. TO ALL THAT HAS BEEN STATED HEREIN, I, THE AUHTORIZING NOTARY, DO ATTEST AND CERTIFY.

Signed: Gilberto Pietri Orengo Berta Pellicier Roriguez Carlos B. Vega

Signed, stamped, and initialed and sealed: OSCAR CASTELLON PEREZ The corresponding [Illegible] seals are attached and cancelled.

Signed [Illegible] on each and every [Illegible] original, as well as [Illegible] Authorizing Notary

Corresponds [Illegible] of its contents [Illegible] in my protocol of public instruments.

IN WITNESS WHEREOF, and for the interested party, today, <u>Mar. 13</u>, 19<u>92</u>, I do issue this <u>1* Certified</u> copy, which I sign, stamp, initial and seal. I DO SO ATTEST AND CERTIFY.

[Signature]

[Stamp]

Property Registry Section

Submitted at [Illegible]
Entry [Illegible]
[Illegible]
[Illegible]
[Illegible]
[Illegible]
In PR [Illegible] of 19

Registrar

[Handwritten]

This document is recorded where indicated in the margin next to the farms described in Same. [Illegible] and encumbered both farms by mortgages in favor of United States of America, acting through Farmers Home Administration, in the amounts of \$65,000.00, \$35,000.00, \$12,200.00 and \$17,800.00, farm 5411 is also encumbered by a mortgage in favor of Federal Land Bank of Baltimore in the amount of \$17,000.00 and by two mortgages in favor of Puerto Rico Production Credit Association in the amounts of \$10,000.00, \$20,000.00. Farm 5656 is also encumbered by another mortgage in favor of la *Corporación de Crédito Agrícola* [Farm Credit Corporation] in the amount of \$6,000.00 and further subject to an easement in favor of AFF and A.A.A. and restrictive conditions.

San Germán on March 1, 1994. No fees.

> [Signature] Registrar

> > OK [Illegible handwriting] [Illegible]-23-95

1927-1 (S) PR

ACCEPTANCE

The appearing party (parties) ACCEPT(S) this deed in the manner it has been drafted, after I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

So, the appearing party (parties) state and execute before me, the authorizing Notary, without requesting the presence of witnesses, having waived his (their) right to do so, of which I advised him (them).

After this deed was read by the appearing party (parties), he (they) ratify its contents, place(s) his (their) initials on each page of this deed, including the last one, and all sign before me, the authorizing Notary, who DOES ATTEST to everything contained in this deed.

SIGNED: GILBERTO PIETRI ORENCO AND BERTA PELLICER RODRIGUEZ

[Seals]

Signed, Stamped, Sealed and Initialed: IGNACIO PINTADO PINTADO

Exempt from payment of Internal Revenue fees
The corresponding and Puerto Rican Bar Association Notary Tax
Seal is attached and cancelled.

I CERTIFY: That this is a true and exact copy of the original which is filed in my Protocol of Public Instruments for the current year, to which I refer. And at the request Mr. Gilberto Pietri Orengo and Mrs. Berta Pellicier Rodrígurez, I do issue a copy of this deed, which consists of Seventeen (17) pages, leaving a notation of said issuance today, July Twenty (20), nineteen ninety-eight.

[Signature]

[Handwritten] Recorded [Illegible] Folio System Farm 5,411 [Illegible] 14 Charges [Illegible] Mortgage in favor of Production Credit Assoc. for \$10,000.00 Mortgage in favor of Production Credit Assoc. for \$20,000.00 Mortgage in favor of U.S.A. for \$65,000.00 Mortgage in favor of U.S.A. for \$35,000.00 Mortgage in favor of U.S.A. for \$12,500.00 Mortgage in favor of U.S.A. for \$17,800.00 Mortgage in favor of U.S.A. for \$150,000.00 and this mortgage Fees N/A Ponce, August 20, 1998

> [Seal] [Signatures]

FmHA 427-1 (S) PR 10-82)

ACCEPTANCE

The appearing party (parties) ACCEPT(S) this deed in the manner it has been drafted, after I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

So, the appearing party (parties) state and execute before me, the authorizing Notary, without requesting the presence of witnesses, having waived his (their) right to do so, of which I did advise him (them).

After this deed was read by the appearing party (parties), he (they) ratify its contents, place(s) his (their) initials on every page of this deed, including the last one, and all sign before me, the authorizing Notary, who DOES ATTEST to everything stated in this deed.

[Seals]

Before proceeding to sign, the authorizing notary states that he has identified the appearing parties through the following documents: Mr. Gilberto Pietri Orengo pursuant to his Puerto Rico Driver License number 676529; and Mrs. Berta Pellicier Rodríguez pursuant to her Electoral Identification Card 0887878.

That this deed consists of seventeen (17) pages.

I DO ATTEST AGAIN.

[Signature]

SIGNED: GILBERTO PIETRI ORENGO AND BERTA PELLICER RODRIGUEZ

SIGNED, STAMPED, SEALED AND INITIALLED: CARMEN T. SALICETI MALDONADO.

The corresponding Internal Revenue and Puerto Rican Bar Association Notary Tax seals are attached and cancelled on the original.

I CERTIFY: That this is a true and exact copy of the original which is filed in my Protocol of Public Instruments for the current year, to which I do refer. At the request of <u>Farmers Home Administration</u>, I issue the first copy on the same date as its granting, leaving an annotation of said issuance.

[Stamp]

[Illegible box stamped] [Handwritten] [Illegible] PM 537. 436 [Illegible] June 12, 90

This document recorded where indicated at the margin of the farms described on same. Control and farm (5,411) is encumbered by mortgages in favor of the Federal Land Bank of Baltimore in the amount of \$17,000.00 and two mortgages in favor of Puerto Rico Production Credit Association in the amounts of \$10,000.00 and \$20,000.00. Farm (5656) is encumbered by a mortgage in favor of la Corporación de Crédito Agrícola [Farm Credit Corporation] in the amount of \$6,000.00 and subject to an easement in favor of A.F.F. and A.A.A. and restrictive conditions. Both farms are encumbered by mortgages in favor of United States of America ([Illegible]), that is, acting through the Farmers Home Administration, in the amounts of \$65,000.00, \$35,000.00, and both are encumbered by the mortgage established herein. San Germán, February seventeen, 1994.

No fees.

[Signature] Registrar

[Handwritten]
Recorded under farm # 5411 of Yauco on page [Illegible]
12th rec.

Subject to 3 mortgages in the amounts of \$17,000.00, \$10,000.00 and \$20,000.00, in favor of the Federal Land Bank and in favor of Puerto Rico Production Credit Association [Illegible] and subject to 4 mortgages in the amounts of: \$65,000.00, \$35,000.00, \$12,200.00 and \$17,800.00, respectively, in favor of the United States of America, which were modified and subject to the mortgage established by this document. Ponce, November 21, 1997.

No fees.

[Signature] Registrar

DON GILBERTO PIETRI ORENGO Y DONA BERTA PELLICIER RODRIGUEZ, mayores de edad, casados entre si, agricultor él, ama de casa ella, y vecinos de Yauco, Puerto Rico y quienes informen tener el siguiente namero de Seguro Social:

, respectivamente.

--- DE LA OTRA PARTE: COMO ACREEDOR HIPOTECARIO: ESTADOS UNIDOS DE AMERICA, actuando por conducto y a través del Administrador do la Administración de Mogaros de Agricultores, a tenor con las disposiciones da la Lay del Congreso denominada "Couselidated Farmers Home Administration Act of 1961", con oficinas principales en Washington, Distrito do Columbia, Estados Unidos de América, representado en onte acto por DON CARLOS B. VEGA, mayor de edad, casado, empleado y vacino de Sabana Grande, Puerto Rico, Seguro Social Nomero: carácter de Director de la Oficina de Yauco, de la Administración de Hogares do Agricultores, tentendo dicha agencia el número de cuenta patromala 172-0564834 F y cuyo caráctor conata debidamente acraditado on el Registro do la Propiedad.

To. 353 Yanco Fo. 71 Fca. 5,411 Insc. 115

To.176 Yauco Fo.70 Fce.5656 W Insc.75 RUSTICA: Predio do terreno de CIENTO CINCUENTA Y SEIS CUERDAS (156), sita on los Barrios Naranjo y Aguas Blancas del tórmino municipal de Yauco, colindante por el NORTE, con terrenos de Luia Natali y stros Antonio Castañer entes, hoy de Juan Androvor; po: el ESTE, con terrenos de Luia Natali y Juan Julia; por el OESTE, con tierras pertenociontes a los Hermanos Giuseepi, separados en parte por una quebrada y por el SUR, con tierras de Juan Julia y con la finca do SEIS Y MEDIA CUERDAS que es el remanente de la finca principal. Inscrita en el Registro de la Propiedad de San Germán, al folio ciento sesenta y custro (164) del Tomo Ciento Sesenta y Siete (167) del Yauco, finca número cieco mil cuatro cientos once (5411), inscripción primera.

Solar número vointicuatro (24) del Bloque URBANA: "H" del Plano de Urbanización Luchetti, radicado en el Barrio Jácanas, del término municipal de Yauco, Puerto Rico, compuesto de TRECIENTOS TREINTA Y TRES METROS OCHENTA Y CINCO CENTIMETROS CUADRADOS (333,85 m/c), colindando por el NORTE, en veinticuatro metros disclocho centimetros (24.18) con el Solar número El veinticinco (H-25); por el SUR; en veinticuatro metros trointa y ocho centimetros (24.38) con el solar número H-veintitres (H-23); por el ESTE, en truce motros setenta y cinco centi-metros (13.75) con la Calle Número Uno (1) de la Urbanización; y por el OESTE, en trece metros setenta y cinco centimetros (13.75) con el Rio Yauco. Enclava una casa de hormigen reforzado y bloques, de una sola pianta, dedicada a vivienda. on al Rogistro de la Propiedad de San German, al folio sesonta y cinco (65) del Temo ciento setenta y seis (176) de Yauco, finca número cinco mil seiscientos cincuenta y seis (5656) e inacripción prime-

SAN WENGAN

-----TITULOS Y CARGAS -----

---- Dicha propiedad se halla afecta a Hipoteca a favor do los Estados Unidos de América actuando por conducto de la Administración de Hogares para Agricultores por las siguientes numas, a saber:---mark. HIPOTECA en garantia de un pagará e de The Federal Land Bank of Baltimore per la suma de DIECISIETE MIL DOLARES (\$17,000.00) con intereses al doce punto cincuenta porciento (12.50%) anual y con vencimiento di primero de fabrero del año 2013. Eue constituida mediante la Escritura Número Cionto Doce (112) otorgada en San Gormán el diociseis (16) de septlembre da mil nevecientos ochenta y des (1982) acre of notario Toman E. Vivoat. inscrita al folio 167 vuelto del tomo 167 de Yauco. finca comero 5411 o inscripción cuarta. Es condición de onta hipoteca que no se podrá constituir servidumbre alguna sin consentimiente per escrito del acreedor, was an acres of the contract of

SASTELL SASTEL

por cionio (10.50%) anusi y con voncimiento a la presenteción. Pue constituido mudianto Escritura Mômero Ciento Treinta y Dos (132) otorgado no San Gerosa. Puerto Rico, el diocinueve (14) de septiembra de mil novecientes ochenia y cinco (1985) ante el notario, Tomás F. Vivoni, inscrito al folio 100 vuolto del tomo 167 de Yanco, finca atmero 5411 e inscripción sexia.

TITO, " U(POYSCA on geranita de un pagaré sobre

esta y otra finca a favor do los Estados Onidos de América actuando por conducto de la Administración de Hogaros de Agricultores por la suma de TREINTA Y CINCO MIL (\$35,000.00) BOLARES con interesses al 3 3/4% porcionto enual y con vencimiento a foe siese años de la fecha del pagaro. Pue constituta modiante Escritura Musero Sesento y Siste (57) orogada en Yauco el veinte (20) de ociubre de mil novecientes ochenta y siete (1987) ante interio ignacia Pintado Fintado, insertra al

como 167 de Yanco, Puerto Rico, finca número 5411 e inscripción octava y última. Es condición de esta hipoteca que la propiadad no se podrá vendor, arrendar e hipotecar ata el consentimiento de la acroadora.

Refiérase este título y carga al immeble inscrito al folio 164 del tomo 167 de Yauco, finca número 541í e inscripción primora,

-----TITULOS Y CARGAS------

and the second section of the section of the

-A. HIPOTECA on garanila de un pagarê a favor de la Corporación de Ciédito Agricola por la suma de SEIS MIL (26,000.00) DOLARES con interesos al nuevo y ocho cuarto porciento (9 8/4%) avai y con vencimiento a la presentación. Fue constituida mediante la Escritura Número Sesenta (60) otorgados en San Juan el diez (10) de mayo de mil novacionitos ochenta y cuatro (1984) ante la notario Carmon Doloros Ruiz López, inscrita al folio 66 vuelto del temo 176 de Yauco, Fuerto Rico, finca número Sesó e inscripción segunda.

esta y otra finca a favor de Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultoros pox la suma de SESENTA Y CINCO MIL DOLARES (\$65,000.00) con intereses al cinco porciento (5%) anual y con vencimiento a los treinta (30) años de la fecha del pagaré. Fue constituta mediante la Escritura Número Cuarenta y Uno (41) otergada en Yauco, Puesto Rico el seia (6) de junio de mil novecientos ochenta y seis (1906) ante notario ignacio Pintado Pintado, Apporita al fello 67 del temo 176 de Yauco, Puesto

and and responding the transfers

(84,33°,00) on o anics del día primero de enero de mil novecientos noventa y tres (1993) e incal centidad el primero de enero hasta el abo dos mil discisieto (201).

DOLARES (\$35,000.00): El importe total adeudado al dia frece (13) de marvo de mil novecientos nevon(a y dos (1992) del pagaró por la suea de TREINTA
y CINCO MIL DOLARES (\$35,000.00) asciende a la
muma de VEINTIUN MIL SEISCIENTOS OGMENTA Y TRES
DOLARES CON SESENTA CUNTAVOS (\$21,683.60) con intereses a rezón del siete perciento anual cuyer interames no incluirán is suma de DOS MIL CIENTO VEINTIOCHO DOLARES CON TREINTA Y UN CENTAVOS por concepto
de intereses no capitalizables y la cual habrá
de ser pagada en la alguionte format

DOS MIL DOCIENTOS DOLARES (\$2,790.00) an o antes
do: dia primero de enero de mil sovecientos coventa
y tros e igual contidad cada primero de enero hasta

ase dos mil ocho (2000),

---- HIPOTECA por la suma do DIECISIETE MIL OCHO-

The strategic of and a figure of the strategic of the str

CIENTOS DOLAMES (BIT, 800, 90): El importo total adeudado al día trece (13) de marzo de mil novecientos noventa y dos (1992) del pagará por la summ de DIECISIETE MIL COMOCIERTOS DOLARES-----(\$17.800,00) asciendo a la suma de DIEGIOCHO MIL SETECTEPTOS CINCUENTA Y CUATRO DOBARES CON VENTIUM CENTAVOS (\$18,754.21) con intereses a raxón de ruatro pusto cinco norgigaro (4,5%) naual cuyos ratoreses no fucleiras la sama de MOVECIENTOS NOVEN-TA Y CUATRO DOLARES CON OCHO CENTAVOS (\$994,08) por concepto de intereses no capitalizables y la cual habia de ser pagada un la siguiente forme:----MIL QUINIENTOS DIECISTETE DOLARES (\$1,517.00) en o antes del dia primero de enero de mil navacientos novanta y rres (1993) e igual cantidad cada primoro de enero hasta el año des mil ciento ence (2111). -------HIPOTECA por la nume de DOCE MIL DOCUENTOS DOLARES (\$12,200.00): El Importe total adeudado al dia trece (13) de marxo de mil novecientos novemta v dos (1992) del pugaré por la numa de DOCE MIL DOCIENTOS DOLARES (\$12,200,00) ascionde a la suma de DOCE MIL OCHOCIENTOS CINCUENTA Y CUATRO DOLARES CON OUTMOR CRITAVOS (\$12,854.15) con intereses a razón de cuarro punto cinco porciento (4.5%) naul cuvos intorasos no incluirán la suma de SEIS-CLENTOS OCHENTA Y UN DOLARES CON TREINTA Y CUATRO CENTAVOS (\$681,34) per concepto de intereses no capitalizables y la cual habrá de sor pagada en in siguicete formac MERIC MOVECIENTOS TREINTA Y DOS (\$1,932.00) OB O antes del dia primero de enore hasta el año des

El compareciente, DON CARLOS B. VEGA. on al caracter que ostónia, me entrega a mil, el notario, los pagarés que garantizan respectivamento las hipolocan, quien me sasgura so han sido negociados ni gravados en forma olguna por es actual tenodor y possedor, Estados Unidos de América y usa vos identificados per mi, el notacio, cerciorándomo que se trata de los mismos pagarés procedo a poner al dorse de cada una de los migmos la siguiente

""" PAGARE por la suma de SESENTA Y CINCO MIL DOLA-

El importe de este pagarê y la hipotoca que lo garantiza, resmortizado a) trece (13) de merso de mil nereciontos noventa y des (1992) diò us waldo deud r montante a SESEN A Y CUATRO MIL TRE-CLEMEOS SESERTA 7 UN DOLARES CON CATORCE CENTAVOS, osto os, \$ESENTA MIL QUINERNTOS NOVENTA Y DOS DOLA-3 RES CON CCHO CENTAVOS do intereses, devengendo a su vaz interesea a rasón de cuairo punto cinco porcionio (4.5%) anual y TRES MIL SETECIENTOS SESEN-TA Y CORO DOLARES CON TREINTA Y OCHO CENTAVOS de intereses no capitalizables, y la cual bubrá de car pagada en la alguiente forma: CUATRO MIL TRECIENTOS IMBINTA Y NUEVE (84,339,00) DOLARES en e antes del dia primero de opero de mil novemia y tros o igual cantidad cada primero \$600,542. Tion open energ hasts of she don mil disclutere (2017),), mis según resulta de la Rocritura Namero Veintiocho (28) de fecha (13) trece de marzo de mil novecientos acrente y dos (1992), anto el notario Oscar Castellon Perez, Doy Fe. En Yanco, Puerto Bico, a trece (13) do marzo de mil nevocionios nevenia y des (1992) (Firmado, Siguado y Rubricado) OSCAR CASTE-GLION PEREA, METARIO SUBLICO-------

anagigus con the anne an earline gale est pillioner.

Signado, Sellado y Hebricago) USCAH CASTRLLON PEREZ.

-- TAGARE por la suma de TREINTA Y CINCO MIL DOLA-

RES: El importe de cote pagará y la bipetece que la garacitta, resmortisado al treco (13) de merzo de seri covecientos novemba y dos (1992) dio un caldo deader mentante 2 (VEINTON MIL SEISCIENTOS OCHENTA Y TREE DOLARES (621,663.00) wash on, DIECE-SUPPRE MOL QUINTENTOS CINCUESTA Y CINCO DOLARES COS VEINDIAUEVE CENTAVOS (819.555.70) de principal, TOX MEL CLEWTO VEINTINCHO DOLARES CON THEINTA Y UN CENTAVOS (\$2,128,31) de inforenes, devengando a th ver lotoreses a ravig del clete (74) porcionio about y DOS MIL CLENTO VEINTLOCKS DOLARES CON TREIN-TA 7 DE CENTAVO (22.128.31) de intereses ao capitalicables, y la cont habra de ser pagada na le oigaloute (oxma.\omegaloute) DOS MIL DOCIENTOS NOVENTA DOLARES (\$2,290.00) en o autos del dia primeze de apere de mil aevacionios november y trea (1993) o ignal cantidad cada primero do enero hasta el año dos mil echo (2008), según Escritura Namero Vointiocho (22), do fecha 13 da marke do mil nevectorios poventa y dos (1992) ante el sotario, Oscar Castolios Pores, Doy Fo. Es Yanco, Puesto Rice, a troce do estrao de mil novortentos novemba y dos (1992) (Firmado, Siguado, Sellado y Robelcedo) OSCAR CASTRLLON PEREZ. NOTARIO ----PAGARE por la auma do DIECISIETE MIL OCHECIENTOS DOLARES (017,800,00): El importe de esta pagasó y la hipoteca le goventise, reamertizado el troce de marzo de mil nevecientes neventa y des (1992)

dio un saldo doudor moniente a Discrecció MIL SETE-CIENTOS CINCURNYA Y CDATRO DOLARES CON VETETION Vella ANNYAVO (118,756.21) osto os. DIRCIETE MIL BETE-

。 東海道為海南

CIENTOS SESENTA DOLARES CON TRECE CENTAVOS -----

(\$17,760.13) de priectpal, NOVECTENTOS NOVENTA Y CUATRO DOLARES CON OCHO CENTAVOS (\$994.08) de internans, devengando a su vez intereses a raxón de cuatro punto cinco porciento (4.5%) anual y HOVECIENTOS NOVENTA Y CUATRO DOLARES CON OCHO CENTA-VOS (\$994,08) do interesse no capitalizables, y la cual habra de ser pagada en la siguiente forma; MIL QUINTENTOS DIECISIETE DOLARES (\$1,517,90) en o antes del dia primero de enero de mil novecleatos noventa y tres (1993) a gast cautidad cada primero de sero hauta el ab dos mil enco (21))), sogún resulta de la Escri ura Número Veintioche (28), al dia troca (13) de marzo de mil nevectentes novosta y do: (1992) onte el noterio, Oscar Castellón Porez. D.y Fe. En Youco, Puorto Rico. a trece (13) de marzo do mil novectantos noventa y dos (1992) (Firmado, Signado, Sollado y Rubricado) OSCAR CASTELLON PEREZ, NOTARIO PUBLICO. -----"""FAGARE por la suma de DOCE MIL DOCTEVFOS DOLARES (\$12,200.00): El importo de esta pagaré y la hipoteca que lo garantiza, ronmortizado al trece (13) de marko de mil navecientos naventa y dos (1992) ato un saldo daudor montante a DOCE Mit OCHOCIENTOS CINCUESTA Y CUATRO DOLARES CON QUINCE CENTAVOS (\$12,854.15) esto es, DOUS MIL CIENTO SETENTA Y GOS DOLARES CON OCHENYA Y UN CENTAVO de principal. SEISCIENTOS OCHENTA Y UN DOLARES CON TREINTA Y CUATRO CENTAVOS de intereses, devengando a un voz intereses a rasón de cualto punto ciaco porcionto (4.5%) ande) y SEISCIENTOS OCHENTA Y UN DOLARÉS CON TREINTA Y CHATRO CENTAVOS de intereses no capitalizables, y la cual habra de ser pagada en la

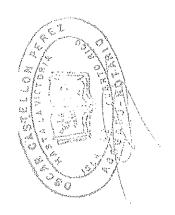
MIL NOVECIENTOS TREINTA Y 105 (\$1,932,00) on o anics dei dia primero de paero de mil novecientos noventa y 1104 (1993) e igial cantidad cada primero de oucro nasta el abo des mil uno (2001), argún regulta do la Escritura, Número Valntiocho(26) de fecha trece do marzo de mil novecientos noventa y den (1992) ante el nolario Occar Castellón Pérez Day Fe. En Yanco, Puerto Rica, a trece (13) de marzo de mil novecientos noventa y des (1992) (5) rmado, Signado, agliado y Rubricado) OSCAR CASTELLOM PEREZ, NOTARIÓ PUBLICO------

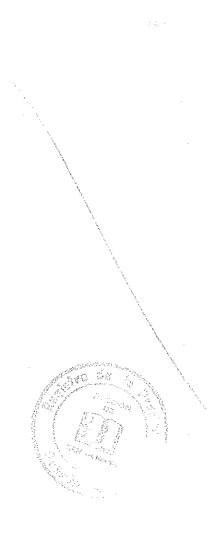
AGLARACION Y CORRECCION;

En el párcafo quinto anterior donde se identifica y se describerlos pagarés a reamoritzar, se activo y se corrige que en lo referente al pagaré desento Y CINCO MIL DOLARES (\$65,000.00) al contenido que aparece subrayado debe ienr de la siguiente forma:

"...SESENTA MIL QUINTENTOS MOVENTA Y DOS DOLARES
CON SETENTA Y SELS CENTAVOS (\$68,592.76) de principai y Thes Mil setectentos sesenta y ocho dolares
CON TREINTA Y CORO CENTAVOS (\$3,768.38) de laterases devengando a su tox intereses a raxôn de cualto
punto porciento (4.5%) anual y TRES MIL SETECIENTOS
SESENTA Y OCHO DOLARES CON TREINTA Y OCHO CENTAVOS
(\$3,168.38) de intereses no capitalizablos..."
Ant corregida esta Insorción Doy Fe do la misma.







ACEFTACIOS VADVESTENCIAS

---Los DEUDORES HIPOTECARLOS Y EL AGREEDOR HIPOTE-CARIO scopton osta oscalensa, por ostar rodectado eno instrucciones tuego de haberio herho fau advertenchor fryalos y portinoatos a

esto tipo de otorgamicaros

Same Bulkery

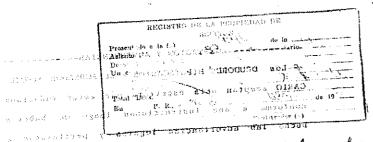
ျှော်ခြင့်ရှိရေးကြောင်းမှ ပြောင်းသည်။ မြောင်းမြောင်းမြောင်းမြောင်းမြောင်းမြောင်းမြောင်းမြောင်းမြောင်းမြောင်းမျ mis of notation on vor after y on an solo actors tuego do advartirlo dal derecco que tentian de toeria por st. y do ropterti, la presenta de tenti gos, dovechos a les qualça genunciares, les compsroclamies so califican say todo y procedos a sorampar sue infetaies al margen legalerde de todos Too follos de esta escrirtura y filman que dembre : remplates at that det affine folio. - - DE 2000 - -77. **V**&C. Senas Boeda, Kotrakkon Alenii (ov 15.06akrotenou - 0.1-

Sala B. Barrell Bern Robert Brown

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Caroles of males. All.

will be on an of the y posse to pairs information and dotoy is no there in 1992, were 1997 min to fifteen To the street areas, with the fifty will.



Inscrito este documento, alle donse se indica al margu de Las fear discritor on el mismo. Sommio y gran edos aubos fear con hipotitos a formar de les Estados Muidos de américa actuaido par conducto de la administración de Hogara de agricultores par los sumas de \$65,000.00, \$35,0000, \$12,200.00 4 \$ 17,800 00 la fea 5411 esta granda aclemas en hipotica a formar de Federal Land Bank of Baltimore per la suma de \$ 17,000 00 y con des hipeticos a fariar de la Puerto Rico Produc tion Oredit association par has sumas de \$10,000. 4 \$20,000. la fea 5,656 granada ademos con atra hipateixa a fanor y afeita odemás con servidembres or fárior de la aFF y la a a a y epidiciones restrictivos.

Jan German a 10 de margo de 1994.

fin Den.

Es condición se esta dispetaca qua la propiedad no se podrá vender, arcendar e hipotocor eta el consentimiento de la acreadora.

HIPOTECA an garantia de un pageró cobre acce y otra flaca a favor do los Estedos Unidos do América actuando por conducto de la Administración de Bogaros do Agriculturas por la numa da TREINTA Y CHECO MIL DOLARES (835,000.00) con intereses al ocho y trea coarto, porciento (8 3/4%) angal y con ventualente a la pracontación o los obere (7) mich do la focus dal pageré. Eus constituida mediante la Escritura Numero 67 ologicio en Tanco, Puerto Rico, el volnio (20) de catebro de mil novestontos echemia y plego (1987) ante al norario ignacio Pintado Pintado, lascrita al faito 68 del rome 175 de Yeure, Puerto Rico, finos ascaro 1556 e tascripción cuarva y titima. Es condicios de esta bipotace que la propieded no se podrà vondet, arropdas a hipotecav oja el consenilmiento de la

Refléxaso este titule y cargo al inameble inscrito on el Registro de la Propiedad de San Gorman, al julio 65 del 19mo 176 de Yanco, finca número 5656 a cascripción primare.



----SEGUNDO:

Signon manifestando los dendores hipotecarios, quo con el fin de conmertisar las deudas hipotecarias, colicitaron y obtavieron el consentimiento del acreeder hipotecerie, Estadon Unidos do América, actuando por conducto y a través del Administrador do la Administración do Bogaros do Agricultores de conformidad con la Lay del Congroso titulada "Consolidated Farmers Home Administration Act of 1961" y of reglamento aprobado al efacto para resmortizar la deuda hipotecaria. ---------TERCEROY Manification for compareciented quo son de su propio y personal conocimiento todas y cada una de las obligaciones, clausulas y estipuctiona contential o monologica en la exitation de hipoteca, y en este ecto en forma clara, solemae y terminantemente, se obligan a complir todan y cosa una de dichas obligaciones, clausulas y estipulaciones requeridas por la Administración de Megares do Apricultorese and management and and and and and and and and --- REAMORTIZACION Y MODIFICACION DE PAGO DE PAGARE-ar on the contract of the contract of the contract of the property of the contract of the cont ---- CUARTO: Munificets of comparationia, DON CARLOS B. VEGA, en el cardetor que octenta, que habiendo acoptado los Doudoros Hipotocarios para rocibir los baneficios de la Loy del Congreso titulada *Consolidated Formers Homo Administration Act of

had also well the first the new year was not that had not not year out had not not also also year and had the high other had not not the had not not the new year out the new ton men

1961" según enmondada, ha convenido en resmortizar y modificar la forma de pago do los plazos consignados en los Pagarés y en las hipotocas en la siguion-TO FORMS I will come to the common the common terms and the common terms are the common terms and the common terms are the common terms

1927-1(5) PR

ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez The oppearing party (parties) ACCEPT(S) this deed in the manner drawn once

vo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.

1, the authorising Notary, have made to him (them) the pertinent legal warnings.

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) comparecionte(s)
So they cay and execute before me, the authorizing Notary, the appearing party (parties)————

oin requerir la presencia de testigos después de renunciar au derecho a ello del que with the la presencia de testigos después de renunciar au derecho a ello del que which without demanding the presence of witnesses after watving his (their) right to do so of which without demanding the presence of witnesses after watving his (their) right to do so of which

Después de ser leida esta escritura por el (los) compareciente(s), se ratifica(n) I advised him (them). After this deed was read by the appearing party (parties) he (they) radily have

em su contenido, pone(n) sus iniciales en cada uno de los fólios de esta escritura contents, place(s) his (their) initials on each of the foliat of this deed-

Incluyendo el último y la sirma(n) todos ante mí, el Notario autorizante, que DOY backuding the last one, and all then before me, the authorizing Notary who GIVES----

FE de todo el contenido de esta escritura. FAITH to everything contained in this deed .--

GILBERTO PIETRI ORENGO Y BERTA PELLICIER FIRMADO:

RODRIGUEZ. Firmado, Signado, Selkado y Rubricado: PINTADO PINTADO.

Exenta del pago de los derechos de Rentas Internas. del Impuesto Notaria la del Golegio de Abogados de Puerto Rico. Puerto Rico.

CERTIFICO que es copia fiel yexacta de mu original obrante enmi Protocolo de Instrumentos----Públicos del corriente año al queme remito. Y a petición de-Don Gilberto Pietri Orengo YF-Dona Berta Pellicier Rodriguez, expido una copia de la presențeescritura, la cual consta de-Diecisiete (17) Folios, dejandoanotada dicha expedición en eldia de hoy, Veinte (20)---de Julio de mil novecientos noventa

Loile Sistem faller hereit Jico 5,411 Cargo for si Hiphterid a fain de Parkurtino Christ Chare for Hipateer a your de Robertin act Bare pro Aprilein a fair de & d. H. pn 465,000.03 Apoleen a foren de P. a A for 450 om. Appleer a founde EUN for #17,800.00 Hepstein a Veux NIA (E Cours so de Service 1998

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-ACEPTACION-ACCEPTANCE

ic(s) adverti.

FE de todo el contenido de esta escritura.

FAITH to everything contained in this deed.——

constar que ha identificado a los comparecientes mediante los siguientes documentos: a Don Gilberto Pietri---Orengo mediante la Licencia de Conducir de Puerto Riconúmero 676529---; y a Doña Berta Pellicier Rodríguezmediante la Tarjeta de Identificación Electoral 0887878. --Que la presente escritura consta de diecisiete (17)

FIRMADO: GILBERTO PIETRI ORENGO Y BERTA PELLICIER RO-DRIGUEZ.--

FIRMADO, SELLADO, SIGNADO Y RUBRICADO: CARMEN T.---

notify canceladas on ol ere sellos de Rencos Tintermou y con caracter de correspondientes con de cologio de Abo-

LERIFICO: Guo en copia fiel y occasa da sa provinción de insuramente en miprovinción de insuramenta inou al mana de constante en mide constante de papida la prima de colicitudma facha de su otorgonismo de como constante en mi-

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s) Bo they say and execute before me, the authorizing Notary, the appearing party (paties)

sin requerir la presencia de testigos después de renunciar su derecho a ello del que without demanding the presence of witnesses after walving his (their) right to do so of which

Después de ser lesda esta escritura por el (los) compareciente(s), se ratifica(n) After this deed was read by the appearing party(parties) he (they) ratify its-

3.); -incluyendo el último y la firma(n) todos ante 1911, el Notario autorizante, que DOY -including the tast one, and all sign before me, the authorising Notary who GIVES------

--Antes de proceder a firmar el notario autorizante hace

folios .----

REPITO LA FE.

Succession la fina # 54 (I de june ol:

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Apoeta a 3 hipters for baserma da:

\$ 17,000.00. \$ 10,000.00 y \$ 20,000.00

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Form FmHA 1940-17 (S)

(Rev. 11-1-78)

DEPARTMENT OF AGRICULTURE OF THE UNITED STATES FARMERS HOME ADMINISTRATION NOTE

LOAN CLASS
Type: OL
Pursuant to:
X Consolidated Farm &
Rural Development Act
_Emergency Agricultural
Credit Adjustment Act
of 1978

Name PIETRI ORENGO, GILBERTO		ACTION REQUIRED BY THE NOTE: X Initial LoanNew Payment Plan Subsequent Loan _ Reamortization
State PUERTO RICO	Office YAUCO	_Consolidation _Sale on Credit and subsequent loan Consolidation Differed Payments
Case No.	Date 0.1007	
63-16-081262039	October 20, 1987	,

FOR THE VALUE RECEIVED, the undersigned Borrower(s) and any other codebtor will jointly and/or severally pay to the order of the United States of America, through the United States Farmers Home Administration (hereinafter the "Government") or its assignee in its office in YAUCO, PUERTO RICO or in another place designated by the Government in writing, the principal sum of THIRTY FIVE THOUSAND 00/100 dollars (\$35,000.00) plus interest over the indebted principal at eight and three fourths percent (8-3/4%) annually. If this note is for a Limited Resources loan (indicated in the "LOAN CLASS" box above, the Government can CHANGE the PERCENTAGE OF INTEREST, in accordance to the regulations of the Farmers Home Administration, no more frequently than quarterly, notifying the Borrower by mail with thirty (30) days in advance to its last address. The new interest rate shall not exceed the highest interest percentage established in the regulations of the Farmers Home Administration for the kind of loan stated above.

Principal and Interest shall be paid in EIGHT installments, as indicated below, except if it is modified by a different interest rate, on or before the following dates:

\$613.00 in January 1, 1988	\$7,745.00 in January 1, 1989
\$ in January 1, 19	\$ in January 1, 19
\$ in January 1, 19	\$ in January 1, 19
\$ in January 1, 19	\$ in January 1, 19
\$ in January 1, 19	\$ in January 1, 19

and \$7,745.00 subsequently on January 1, of each year until the principal and interest are completely paid except that the final installment of the debt evidenced herein, that if not paid before, shall be due and payable in SEVEN years from the date of this note except that advanced payments may be made as



provided below. The consideration involved herein will support any agreement modifying the payment plan.

If the total amount of the loan is not advanced at the time of the closing, the loan will be advanced to the Borrower as requested by the Borrower and approved by the Government. The approval of the Government will be given as long as the advance is requested for a purpose authorized by the Government. Interest will be accrued for each advance from its current date as shown in the Advances Registries at the end of this note. The Borrower authorizes the Government to include the amount(s) and date(s) of such advance(s) in the Advances Registry.

In each reamortized or consolidated note, or with a new payment plan the interest accrued at the date of this instrument must be added to the principal and this new principal will accrue interest at the rate of the percentage evidenced by this instrument.

Every payment made in any debt represented by this note will be first applied to interest calculated at the effective date of the payment and after the principal.

Payments advanced from the stipulated installments or any part thereof, may be made at any time at the choice of the Borrower. Reimbursements and extra payments, as defined in the regulations (7 C.F.R. 1861.2) of the Farmers Home Administration according to the source of the funds involved, after paying towards the interest, shall be applied to the last installments due under this note and will not affect the obligation of the Borrower to pay the remaining installments as specified herein. If the Government at any time assigns this note and ensures payment of it, the borrower will continue making the payments to the Government as a collecting agent of the holder.

While this note is in possession of an insured lender, the advance payments made by the Borrower may, at the option of the Government be sent by the Government shortly to the holder or, except the final payment, may be withheld by the Government and remitted to the holder based on the annual installment due. The effective date of every payment made by the Borrower, except payments withheld and remitted by the Government to the holder based on the annual installment due shall be the date of the check of the Treasury of the United State by which the Government remits the payment to the holder. The effective date of any advance payment withheld and remitted by the Government to the holder based on the annual installment due shall be the date of the advance payment by the Borrower and the Government shall pay the interest to which the holder is entitled to that accrue from the effective date of any of such advance payments and the date of the check to the Treasury remitted to the holder.

Any amount advanced or invested by the Government for the collection of this note or to preserve or protect the guarantee of this loan or otherwise invested under the terms of any guarantee agreement or other instrument executed in regards to the loan evidenced herein, at the option of the Government shall be part of the loan and will accrue interest at the same interest rate as the principal of the debt evidenced herein and will be due and payable immediately by the Borrower to the Government without need for request.

The property built, improved, purchased, or refinanced totally or in part with the loan evidenced herein may not be leased, assigned, transferred or encumbered voluntarily or otherwise, without the prior written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will personally operate such property as a farm if this loan is made to a Farm Owner (FO).



If a "Consolidation and a Subsequent Loan". "Consolidation", "Reamortization" or a "New Payment Plan" is indicated in the superior box of the first page "Action Required by this Note", this note is granted to consolidate, reamortize, or evidence a new payment plan but not in satisfaction of the principal and interest of the following loan(s) or agreement(s) of subrogation(new terms).

VALUE OF THE	INTEREST	DATE	ORIGINAL	LAST TERM DUE
NOTE			BORROWER	
\$	%	, 19		, 19
\$	%	, 19		, 19_
\$	%	, 19		, 19
\$	%	, 19		, 19
\$	%	, 19		, 19
\$	%	, 19		, 19
\$	%	, 19		, 19

The guarantee documents taken regarding the loans evidenced by these notes described and other related obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These guarantee instruments will continue in effect and the guarantee offered for the loans evidenced by the notes described will remain as guarantee for the loan evidenced by this note and by any other related obligation.

REFINANCING AGREEMENT: If at any time the Government determines that the Borrower can obtain an loan from a responsible credit union or other private source of credit at a reasonable interest rate and terms for loans of similar term and conditions, the Borrower, upon request of the Government will request and accept the loan in sufficient amount to pay this note completely and pay the necessary shares if the lender is a credit union.

DEFAULT: Lack of payment when due of any debt evidenced herein or breach of any condition or agreement under this document will constitute default under any other instrument evidencing a debt of the Borrower insured or guaranteed by the Government or in any other way related to such debt; the breach of any other instrument will constitute default under the terms of this document. IF THERE IS ANY DEFAULT, the Government, at its option may declare all or part of such debt due and payable immediately.

This note is given as evidence of a loan to the Borrower granted or insured by the Government pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the kind of loan as indicated in the box "LOAN CLASS" above. This Note is subject to the current regulations of the Farmers Home Administration and its future regulations not inconsistent with the stipulations herein.

We hereby expressly waive presentation, protest and notice.



Case 3:20-cv-01671 Document 1-4 Filed 11/23/20 Page 4 of 7

CERTIFIED TRANSLATION

[signed]		
Gilberto Pietri Orengo,	(Borrow	er)
[signed]		
Rarta Palliciar Re	ndriauoz	(Borrower'

Box 1778

Yauco, PR 00768

ADVANCES REGISTRY

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$35,000.00	10-20-87	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		Ś	

TOTAL

\$35,000.00

Case 3:20-cv-01671 Document 1-4 Filed 11/23/20 Page 5 of 7

EURHER MILA 1940-17 (5) (Rev. 11-1-78). CLASE DE PRESTAMO DEPARTAMENTO DE AGRICULTURA DE ESTADOS UNIDOS Tipo: QL ADMINISTRACION DE HOGARES DE AGRICULTORES De acuerdo a: X Consolidated Farm & Rural Development Act PAGARE [] Ernergesur Agricultural Credit Adjustment Act of 1978 Nombre PIETRI ORENGO, GILEERIO ACCION QUE REQUIERE PAGARE: Estado Oficina CV. Prestamo Inicial PULRIU RICO ☐ Nuevo Pian de Pago ☐ Reamortixación YAUCO Prestamo Subsiguiente Reemortixeción Consolidación y préstamo Venta a Credito n Caso Núm. Fecha autoimniente D Pagos Diferidas 63-16-081262039 Consolidación 20 de octubre de 1987 POR VALOR RECIBIDO, el Prestatario(s) subscribiente y cualquier otro co-deudor mancomunada y solidariamente pagaremos a la orden de Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos (denominado en adelante el "Gobierno") o su cesionario en su oficina en ____ YAUCO, PUERTO RICO o en otro sitio designado por el Gobierno por escrito, la suma principal de TRETNEA Y CINCO MIL ---- 00/100 _dólares (\$ _35,000.00 _) más intereses sobre el principal adeudado al OCHO Y TRES CUARANS ---_ POR CIENTO (8-3/4 %) anual. Si este pagarê es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo"), el Gobierno puede CAMBIAR EL PORCIENTO DE INTERES, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porciento de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado. Principal e intereses serán pagados en <u>CCHO</u> plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente, en o antes de las siguientes fechas: 613.00 en enero 1, 19 88 \$ _____ en enero 1, 1989 Ş en enero 1, 19 ; en enero 1, 19 ; \$ _ en enero 1, 19 ; en enero 1, 19 ; \$ en encro 1, 19 ; en enero 1. 19 en enero 1, 19 ; 7,745.00 , subsiguientemente en enero 1 de cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aqui evidenciada, de no ser pagada anteriormente, vencerá y será pagadero en <u>STETE</u> años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee más abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos. Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos. En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este umento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porciento 'a por este instrumento. rualquier deuda representada por este pagaré será primero aplicado a intereses computados a la Ď_ `~oués al principal.

Agos adelantados de los plazos estipulados o cualquier parte de los mismos, codrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, segun se definen en los caglamentos (7 C.F.R. 1861.2) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envuelus, después de abonarse los intereses, se aplicarán a los últimos plazos a vencer hajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se específican en el mismo. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantia del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantia u otro instrumento otorgado en relación con el préstamo aqui evidenciado, a opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construída, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o un "Nuevo Plan de Pago" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar un nuevo plan de pago pero no en satisfacción del principal e intereses del siguiente pagare(s) o convenio(s) de subrogación (nuevos términos):

			The state of the s
VALOR DEL PAGARE	INTERESES	FECHA	PRESTATARIO ORIGINAL ULTIMO PLAZO A VENCER
18	G _k	, 10	.19
2	9.	19	,19
Decree of the second se	a	14	,19
3	Al B	14	,19
The second secon	41	19	19
Ø	 	19	.19
4	0,	19	,19
		1,	A CONTRACTOR OF THE PROPERTY O

Los documentos de garantia tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o nuevo plan de pago. Estos instrumentos de garantia continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantia para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO: Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

INCUMPLIMIENTO: La faita de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro inscrumento constituirá incumplimiento bajo los términos de este documento. COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente

Case 3:20-cv-01671 Document 1-4 Filed 11/23/20 Page 7 of 7

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultures y a sus futuros reglamentos no inconsistentes con las estípulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

Alley & Julie Clerys	
Cilberto Pietri Orenco, J	(Prestatario
Earta Fellicier Roariguss	(Prestatario
Dox 1776	ad a land contraction and contraction and contraction of the contracti
Yauco, P. R. 00768	

(a. delining contract of the delining contract		REGISTRO I	DE ADELANTOS		
CANTIDAD	FECTIA	(ANTIDAD	FECHA	CANTIDAD	FECHA
\$ 35,000.00	10-20-07	\$		\$	
\$		\$		\$	
\$		\$		\$	
Ś		5		\$	
AND RESTORED THE RESIDENCE OF THE SEA PORTORINA AND AND ANALYSIS AND		**************************************	TOTAL	\$ 35,000.00	

Forma FmHA 427-1(5) PR (Rev. 10-82)

NUMERO SESENTA Y SIETE
HIPOTECA VOLUNTARIA———————————————————————————————————
En Yauco, Puerto Rico, a los Veinte (20) días del mes de
ANTE MIBEFORE ME
Abogado y Notario Público de la Isla de Puerto Rico con residencia en Yauco, Attorney and Notary Public for the Island of Puerto Rico, with residence in Yauco,
Puerto Rico y oficina en Yauco, Puerto Rico Puerto Rico Puerto Rico Puerto Rico
Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina- The persons named in paragraph TWELFTH of this mortgage
dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinalter called the "mortgagor" and whose personal circumstances
aparecen de dicho párrafo.
Doy fe del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their
de su edad, estado civil, profesión y vecindad. statements which I believe to he stue of their age, civil status, profession and residence.
Aseguran hallarse en el pleno gore de sus derechos civiles, la libre administración They assure me that they are in full emovment of their civil rights, and the free administration
de sus bienes y teniendo a mi juicio la capacidail legal necesaria para este otorga- of their property, and they have, in my judgment, the necessary legal capacity to grant this
miento, ··· · · · · · · · · · · · · · · · · ·
EXPONEN———————————————————————————————————
PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in
parrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same
denominada de aqui en adelante "los bienes". hereinaster reserted to as "the property".
SEGUNDO: Que los bienes aquí hipotecados estan afectos a los gravámenes que SECOND: That the property mortgaged herein is subject to the liens
se especifican en el párrafo UNDECIMO.
TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States.
América, actuando por conducto de la Administración de Hogares de Agriculto- of America, acting through the Farmers Home Administration.

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hereinafter called the "mortgagee" in connection with



un préstamo o prestamos evidenciado por uno o mas pagarés o convenio de suba loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)

rogación, denominado en adelante el "pagaré" sean uno o mas. Se requiere por hereinafter called "the note" whether one or more. It is required by :

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Covernment that additional monthly payments of one twelfth of the

las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assesaments, insurance premiuma and other charges

hayan estimado sobre la propiedad lupotecada --

CUARTO: Se sobreentiende que:

(Uno) El pagare evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el proposito y la intenprincipal amount specified therem made with the purpose and intention

tion de que el acreedor hipotecario puede ceder dagare en cualquier tiemper y that the morigagee, at any time, may assign the note one.

asegurar su pago de conformidad con'el Acta de nul novecientos sesenta v e ω insure the payment thereof pursuant to the Act of Nuclean Hundred and Sixty One

consolidando la Administración de Hogares de regricultores o el Titulo Quinto de consolidating the Farmers Home Administration or Title Fisc of

In Ley de Hogares de mil novecientos contenta y ones , segun han sun visioenda, the Housing Act of Nineteen Bundred and Forty-Pline, as the nited

da.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecaria, puede (Fwo) When payment of the note is guaranteed by the mortgagee

ber cedido de tiempo en tiempo y cada tenedor de dicho pagare a su vez sera el a may be surgiced from time to time and each holder of the insured note, in time.

prestamista asegurado will be the insured tender

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-(Three) When payment of the note is insured by the mortgagee, the

dor hipotecario otorgară y entregata al prestamista asegurado conjuntamente con morigagec will execute and deliver to the maired lender along

el pagaré un endoso de seguro garantizando totalmente el pago de principal e ni with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagare, and interest

(Cuatro) En todo tiempo que el pago del pagare este asegurado por el acreedor (Four) Ar all tunes when payment of the note is morred by the mortgagee.

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the morigagee by agreement with the insured lender

determinaràn en el endoso de seguro la porcion del pago de intereses del pagaré set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que sera designada como "cargo anual", esente on the note, so be designated the "annual charge

(Cinco) Una condición del aseguramiento de pago del pagare será de que el tene-(Five) A condition of the insurance of payment of the onte will be that the holder

dur cederá todos sus derechos y remedios contra el deudor impotecario y cualeswill furego his rights and remedies against the mortgagor and any

AFOGADO CO POTARIO CO

Forma FmHA 427-1(S) PR (Rev. 10-82)

quiera otros en relación con dicho préstamo así como también a los beneficios others in connection with said toan, as well as any benefitde esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the del acreedor hipotecario endosara el pagare al acreedor hipotecario en caso de mortgagee's request will assign the note to the mortgager should the mortgagor violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any--cualquier convenio suplementario por parte del deudor.-----(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) It is the purpose and intent of this mortgage that, among other things, tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event the --que el acreedor 'apotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgager should assign this mortgage without insurance of the note, this mortgagegarantizará el pago del pagaré pero cuando el pagaré estè en poder de un presta-shall secure payment of the note, but when the note is held by an insured mista asegurado, esta hipoteca no garantizara el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach to---de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debtconstituird una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgagee contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-against loss under its insurance endorsement by reason of any default QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré FIFTH: That, in consideration of said loan and (a) at all times when the notesea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipoteis held by the mortgagee, or in the event the mortgageecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign this mortgage without insurance of the payment of the note, in guarantee of the NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y



hote and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-

consignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el enherein to indemnify and save harmless the mortgagee against loss under its

(b) at all times when the note is held by an insured lender, in guarantee ---

subpárrafo (Tres) del pátrafo NOVENO de este instrumento y para asegurar el subpárrafo (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los conventos y del deudor hipotecario aquí performance of every covenant and agreement of the mortgagos

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el parrafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereol, together with all rights.

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests casements, hereditaments and appurtenances thereto belonging.

a los mismos, toda renta, créditos, beneficios de los mismos, a todo producto e the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los nusmos, later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a all water, water rights and shares in the same pertaining to

las fineas o a todo pago que en cualquier tiempo se adende al deudor hipotecario the farios and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por danos a cualquier parte de las mismas o a los intereses sobre partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravamen quedara en toda su luerza y vigor hasta therein, it being understood that this hen will continue in full force and effect until

que las cantidades especificadas en el parrado NOVENO con sus intereses antes, y all amounts as specified in paragraph MNTH hereof, with interest before and

después del vencimiento basta que los mismos hayan sido pagados eq su totalidad, after matority until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses in case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el ac el thereon before and after maturity until paid, losses sustained by the

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualmortgagec as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotectario por cuenta del deudor other disborsements and advances by the mortgages for the mortgagos's account

hipotecavio con sus intereses hasta que sean pagados al acreedor hipotecario, costas, with interest until repaid to the mortgagee, costs, expenses and

gastos y honorarios de abogado del acreedor hipotecario, toda extension o renoattorney's fees of the mortgager all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma sait obligations, with interest on all and all other charges and additional

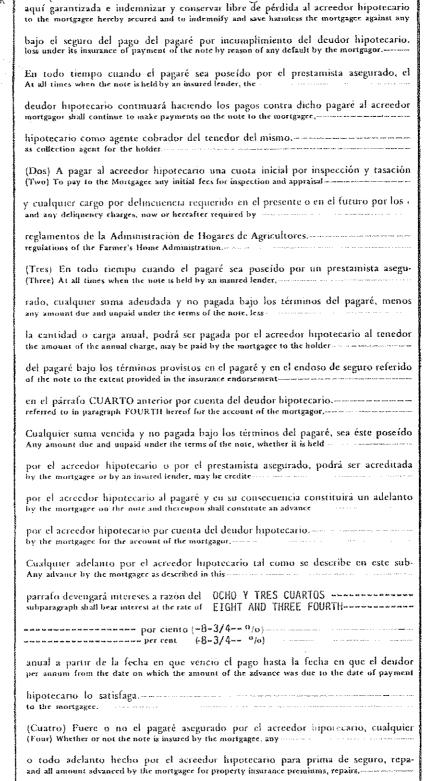
adicional específicada en el párrafo NOVENO de este documento amounts as specífica di paragraph NINTH hereof

SEXTO: El deudor hipotecario expresamente conviene lo siguiente: SIXTH: That the mortgagor specifically agrees as follows

(Uno) Pagar 21 acreedor hipotecario prontamente a su vencimiento cualquier deuda (One) To pay prompdy when due any indebtedness



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dos o para contribuciones o impuestos u otro gasto similar por razón de haber

raciones, gravánienes u otra reclamación en protección de los bienes hipoteca-

liens and other claims, for the protection of the mortgaged property,-

or for taxes or assessments or other similar charges by reason of the----

el deudor hipotecario degado de pagar por los mismos, devengara intereses a razón moragagor'a fadore to pay the isme, shall bear interest at the rate

del tipo estipulado en el subparrafo auterior desde la techa de dichos adelantos stated in the next preceding subparagraph from the date of the advance

hasta que los mismos sean satisfechos por el deudor hipotecario.... until repaid to the morigages

(Cinco) Todo adelanto hecho por el acreedor hipotecacio deserito en esta hipo-(Five) All advances made by mortgagee as deserabed in this mortgage.

teca con sus intereses vencera inmediatamente y sera pagadero por el deudor hipo with interest, shall be immediately due and payable by the norrigagor

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgager without demand at the--

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto place designated in the note and shall be guaranteed hereby. No such advance

hecho por el acreudor hipotecario no relevara al deudor hipotecario de su obligación by mortgagec shall relieve the mortgagor from breach of his covenant

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsaran de los to pay. Such advances, with interest shall be repaid from the

primeros pagos recibidos del deudor inpotecario. Si no hubieren adelantos, todo first available collections received from mortgagor. Otherwise, any payments

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or any

otra deuda del deudor hipotecario aqui garantizada en el orden que el acreedor indebteduess to mortgagee secured hereby, in any order mortgagee

hipotecario determinare.

los propósitos autorizados por el acreedor hipotecario, -for purposes authorized by morigagee. --

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-(Seven) To pay when due all taxes, special assessments, hens

menes y cargas que graven los bienes o los derechos o intereses del dendor hipoand charges encumbering the property or the right or interest of mortgagee

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-(Eight) To procure and maintain insurance against fire and other hazards as required

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bieby mortgagec on all existing buildings and improvements on the pro

des o cualquier otra inejora introducida en el futuro. El seguro contra fuego y perty and on any buildings and improvements pur there on in the future. The insurance against

ocros ciesgos serán en la forma y por los cautidades, terminos y condiciones que fire and other hazards will be in the form and amount and on terms and conditions

aprobare el acreedor hipotecario, appared by monyages

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las (Nine) To keep the property in good (produton and promptly make all

reparaciones necesarias para la conservación de los bienes; no cometera in pernecessary repairs for the conservation of the property; he will not commit nor

mitirá que se cometa iningun deterioro de los bienes, in removerá ni demolerá permit to be committed any deterioration of the property, he will not remove nor demolish



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ningún edifício o mejora en los bienes, ni cortará ni removerá madera de la finca, any building or improvement on the property; nor will he cut or remove wood from the farm ni removerà ni permitira que se remueva grava, arena, aceite, gas, carbón u otros nor remove nor permit to be removed gravel, sand, oll, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecatio y prontamente llevarà

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time-----

minerals without the consent of mortgagee, and will promptly carry out

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación to time. Mortgagor shall comply with such farm conservation practices

tiempo pueda prescribir.

(Diez.) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-(Ten) II this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family tabor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de operaunless mortgagee agrees in writing to any other method of operation

ciòn o al arrendamiento.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manoer mortgagee may require.

información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the

que afecten los bienes o su uso.

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or not------

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deterthe security given is being lessened or impaired, and if such inspection or examination shall----

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo merdisclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by the

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, mortgagec of such action, and mortgagec at its option-



DEADO O TARIO O TORILLO

podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus may institute the necessary proceedings in defense of its intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos interest, and any costs or expenditures incurred by mortgagee by said. procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán proceedings will be charged to the mortgage debt and considered garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria by this mortgage within the additional credit of the mortgage clause para adelantos, gastos y otros pagos. lor advances, expenditures and other payments. (Catorce) St el deudor hipotecario en cualquier tiempo mientras estuviere vigente (Fourteen) If the mortgagor at any time while this mortgage remains in effect esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-should abandon the property or voluntarily deliver it to mortgaget. dor Inputecatio, el acreedor Inputecario es por la presente autorizado y con pode-morigagee is hereby authorized and empowered res para tomar posesion de los bienes, arrendados y administrar los bienes y cobrar to take possession of the property, to rem and administer the same and collectsus rentas, benefictos e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the gastos de cobro y administración y en segundo término al pago de la deuda eviden-costs of collection and administration and secondly to the payment of the debt evidenced---ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, by the note or any indebtedness to mortgagee hereby guaranteed, en el orden y manera que el acreedor hipotecario determinare.

in what ever order and manner mortgagee may determine. (Quince) En coalquier tiempo que el acreedor hipotecario determinare que el deudor (Fifteen) At uny time that mortgagee determines that mortgagot hipotecario puede obtener un préstamo de una asociación de crédito para produc-may be able to obtain a loan from a credit association for production ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a tipo de interés y términos razonables para préstamos por tiempo y propositos rate of interest and reasonable periods of time and purposes. similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará mortgagor, at mortgagee's request will apply for and accept y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesaid loan in sufficient amount to pay the note and any other indebtedness secured hereby and to sarias en la agencia cooperativa en relación con dicho préstamo.

purchase uny necessary shares of stock in the cooperative agency in regard to said lonn. (Dieciscis) El incumplimiento de cualesquiera de las obligaciones garantizadas (Sixteen) Should default occur in the performance or discharge of any obligation secured deudor hipotecurio faltare en el pago de cualquier cantidad o violare o no cumpliere mortgagor, default in the payment of any amounts or violate or fail to compty con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido with any clause, condition, stipulation, covenant, or agreement contained herein, o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado or in any supplementary agreement, or die or be declared an -

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acreeincompetent, a bankrupt, or an insolvent, or make an assignment for the henefit of Forma FmHA 427-1(S) PR (Rev. 10-82)

dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned.

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to forcelose this mortgage in accordance with law and the provisions hereof; (Two)

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligacións that mortgagor did not pay as

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any otter expenses or costs for the protection and preservation of the property

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeca) Mortgagor will pay, or reimburse mortgager

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, inof this mortgage and of the note and of any supplementary agreement, including

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y honothe costs of survey, evidence of title, court costs, recordation fee and

rarios de abogado.

(Diecrocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a les mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligationes aqui contenidos o similares u otros convenios, y sin afectar la responobligation herein set forth, and without affecting the liability

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness.

garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del secureil hereby, and without affecting the lien created upon said property or the priority of

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereb y authorized and empowered at

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obliany time (one) waive the performance of any covenant or obligation

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement, (two)



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extensión of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando este en manos de un prestaconsent of the holder of the note when it is held by-

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecaan insured lender) or for payment of any indebtedness to morigagee

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualhereby secured; or (three) execute and deliver partial releases of any

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o part of said property from the lieu hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravamen constituido sobre postponement of this mortgage to any other tien over

(Diccinueve) Todos los derechos, título e interes en y sobre la presente hipoteca, (Nincteen) All right, títle and interest in or to this mortgage.

incluyendo pero no limitando el poder de otorgar consentimientos, cancelactores including but not limited to the power to grant consents, partial releases.

parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in mortgagec, and no insured lender shall have any right, title or it to st

terés alguno en o sobre el gravanten y los heneficios aqui contenidos.

(Veinte) El incumplimiento de esta hipoteca constituira incumplimiento de cuales (Twenty) Default hereunder shall constitute default under ony

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseida other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asunida por el deudor hipoor insured by mortgages and executed or assumed by mortgagor.

tecario; y el incumplimiento de cualesquiera de dichos instrumentos de gatantia and default under any such other security instrument shall

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será (Twenty-One) All nutices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified mail unless otherwise required by law.

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, and shall be addressed until some other address is designated in a notice so given,

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, in the case of mortgagee to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Laerto Rico, y en el United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia segun se case of mortgagor to him at the post office address of his residence as stated

específica más adelante. heremafter.

(Veintidos) El deudor hipotecario por la presente cede al acreedos hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagee

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el importe de cualquier sentencia obtenido por expropiación forzosa para uso the amount of any judgment obtained by reason of condemnation proceedings for public público de los bienes o parte de ellos así como tambien el importe de la sentencia use of the property or any part thereof as well as the amount of any judgment por daños causados a los bienes. El acreedor hipotecario aplicará el importe así for damages caused to the property. The mortgagee will apply the amount so recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del received to the payment of costs incurred in its collection and the balance to the payment pagaré y cualquier cantidad adeudada al acreedor Inpotecario garantizada por esta of the note and any indebtedness to the mortgagee secured by this hipoteca, y si hubiere algun sobrante, se reembolsara al deudor hipotecario, mortgage, and il any amount then remains, will pay such amount to mortgager. SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso SEVENTH: That for the purpose of the first sale to be held in case...... de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmen-of foreclosure of this mortgage, in conformity with the mortgage law, as amended, dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma mortgagor does hereby appraise the mortgaged property in the amount THEINTA Y CINCO MIL DOLARES (\$35,000,00), THIRTY FIVE THOUSAND DOLLARS (\$35,000,00), OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-EIGHTH: Mortgagor hereby waives the requirement of law and agrees to bemiento y se considerará en mora sin necesidad de notificación alguna por parte considered in default without the necessity of any notification of default or demand for paydel acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Adment on the part of mortgagee. This mortgage is subject to the rules and regulations of the ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos, Farmers Home Administration now in effect, and to its future regulationsno inconsistentes con los términos de esta hipoteca, así como también sujeta a not inconsistent with the provisions of this mortgage, as well as to thelas leyes del Congreso de Estados Unidos de America que autorizan la asignación laws of the Congress of the United States of America authorizing the making andy aseguramiento del préstamo antes mencionado.---insuring of the loan hereinb fore mentioned .-----NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:---NINTH: The amounts guaranteed by this mortgage are as follows:----Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de One. At all times when the note mentioned in paragraph THIRD ofesta hipoteca sea poseido por el acreedor hipotecario o en caso que el acreedor this mortgage is held by mortgagee, or in the event mortgagee hipotecario cediere esta hipoteca sin asegurar el pagare?



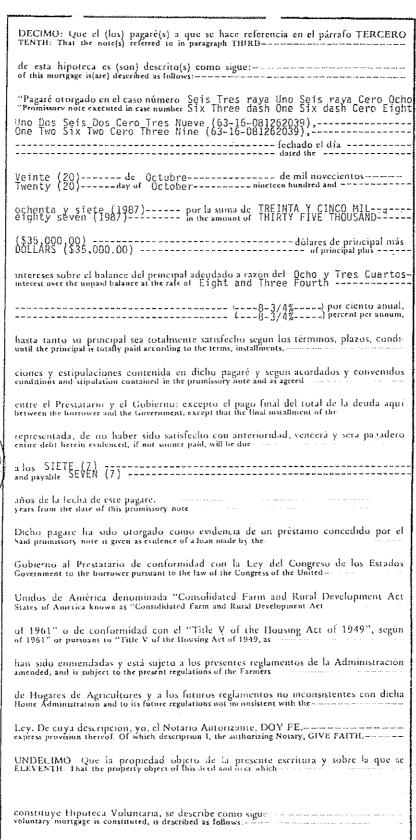
TREINTA Y CINCO MIL ----- DOLARES (\$ 35,000.00--) THIRTY FIVE THOUSAND ------ DOLLARS (\$ 35,000.00--)

el principal de dicho pagaré, con sus intereses según estipulados a razón del account the principal amount of said note, together with interest as stipulated thereix at the rate of

ABQG, ABQG,	NO CONTRACTOR

Accommodate contraction and accommodate and accommodate accommodat	***************************************
Dos. En todo tiempo cuando el pagaré es poseido por un prestamista asegura. Two. At all times when said note is held by an assured lender.	do:
(A) TREINTA Y CINCO MIL	
DOLLARS (\$ 35,000.00	<u>}</u>
para indemnizar al acreedor hipotecano por adelantos al prestamista asegur tur indemnifying the mortgager for advances to the insured lender	ado : · ·
por motivo del incumplimiento del deudor hipotecario de pagar los plazos se by reason of mortgagor's failure to pay the installments as	
se especifica en el pagaré, con intereses según se e pecífica en el parrafo SEX specífica in the note, with interest as stated in paragraph SIXTU.	TO,
Tercero;	
(B) CINCUENTA Y DOS MIL QUINIENTOS (B) FIFTY TWO THOUSAND FIVE HUNDRED	# No es
DOLARES (\$ 52,500.00-	~~}
para indemnizar al acreedor hipotecario adenias contra cualquier pérdida que pi for indemnitying the mortgagee fueiber against any loss it might	ı
sufrir bajo su seguro de pago del pagaré. sustain under its insurance of payment of the note:	
Tres. En cualquier caso y en todo tiempo; Three. In any event and at all times whatsoever.	
(A) CATORCE MIL DOLARES	
(\$ 14,000,00) para intereses después de mora:	
(B) SIETE MIL DOLARES (B) SEVEN THOUSAND DOLLARS	A 600 60° 601
\$ 7,000,00===============================	con-
servación y protección de esta Impoteca, con intereses al upo esupalado en el pa and protection of this mortgage, with interest at the rate scated in paragraph	irafo
SEXTO, Tercero; SIXTH, Three,	
(C) TRES MIL QUINIENTUS OOLARES	1
(\$ 3,500.00	i Caso
de ejecución; of foreclosure:	
(D) TRES MIL QUINTENTOS DOLARES (D) THREE THOUSAND FIVE HUNDRED DOLLARS	
(\$ 3,500.00	
rio en procedimientos para defender sus intereses contra cualquier persona que procedings to defend its interests against any inter person interfering with	
venga o impugne el derecho de posesion del deudoi hipotecaria a los bienes or contesting the right of possession of mortgagor to the property as	segun
se consigna en el parrafo SEXTO. Trece	(17.00 × 10 × 10 × 10 × 10 × 10 × 10 × 10 ×

orma FmHA 427-1(S) PR (Rev. 10-82)





RUSTICA: Predio de terreno de CIENTO CINCUENTA Y SEIS CUER-DAS, sita en los barrios Naranjo y Aguas Blancas del término municipal de Yauco, colindante por el NORTE, con terrenos de Luis Natali y otros de Antonio Castañer antes, hoy de Juan-Adrover; por el ESTE, con terrenos de Luis Natali y Juan---Juliá; por el OESTE, con tierras pertenecientes a los Hermanos Giussepi, separados en parte por una quebrada y por el-SUR, con tierras de Juan Juliá y con la finca de Seis y Media Cuerdas que es el remanente de la finca principal. Inscrita en el Registro de la Propiedad de San Germán, al folio Ciento Sesenta y Cuatro (164) del Tomo Ciento Sesenta y Siete (167) de Yauco, Finca Número Cinco Mil Cuatrocientos Once (5411), e Inscripción Primera.

URBANA: Solar Número VEINTICUATRO (24) del Bloque "H" del--Plano de URBANIZACION LUCCHETTI, radicado en el Barrio Jácanas, del término municipal de Yauco, Puerto Rico, compuestode TRESCIENTOS TREINTA Y TRES METROS OCHENTICINCO CENTIMETROS CUADRADOS (333.85 m/c), colindando por el NORTE, en Veinti-cuatro metros dieciocho centímetros (24.18) con el Solar---H-Veinticinco (H-25); por el SUR, en Veinticuatro metros---treintiocho centimetros (24.38) con el Solar H-Veintitres---(H-23); por el ESTE, en trece metros setenticinco centimetros (13.75) con la Calle Número Uno (1) de la Urbanización; y por el OESTE, en trece metros setenticinco centimetros (13.75)--con el Río Yauco. Enclava una casa de hormigón reforzado ybloques, de una sola planta, dedicada a vivienda. Inscritaen el Registro de la Propiedad de San Germán, al folio Sesenta y Cinco (65) del Tomo Ciento Setenta y Seis (176) de Yauco, Finca Número Cinco Mil Seiscientos Cincuenta y Seis (5656),--Inscripción Primera, ------

Adquirió el prestatario la descrita finca por compra a Don----Borrover acquired the described property by purchase to Mr.--

José Manuel Pietri Orengo y Doña Emilia Pacheco, la finca A; José Manuel Pietri Orengo and Mrs. Emilia Pacheco, the farm A!

y por compra a Urbanización Lucchetti, Inc. y Banco Créditoand by purchase to Urbanización Lucchetti, Inc. and Banco---

y Ahorro Ponceño, representados la primera por Don José A.--Crédito y Ahorro Ponceño, represented the first by Mr. José A.

Vientos, y el segundo por Don Tomás Serrano, Jr., la finca B, Vientos, and the second by Mr. Tomás Serrano, Jr., the farm B,

según consta de la Escritura Número Treinta y Cinco (35),--pursuant to Deed Number Thírty Five (35),----

de fecha Cinco (5) de Septiembre de mil novecientos setentadated September Five (5), nineteen hundred and seventy-----

y tres (1973), otorgada en la ciudad de Yauco, Puerto Rico,-three (1973), executed in the city of Yauco, Puerto Rico,---

ante el Notario Luis Negrón López, la finca A; y según consta before Notary Luis Negrón López, the farm A; and pursuant to

de la Escritura Número Setenta y Tres (73), de fecha Seís (6) Deed Number Seventy Three (73), dated April Six (6),-----

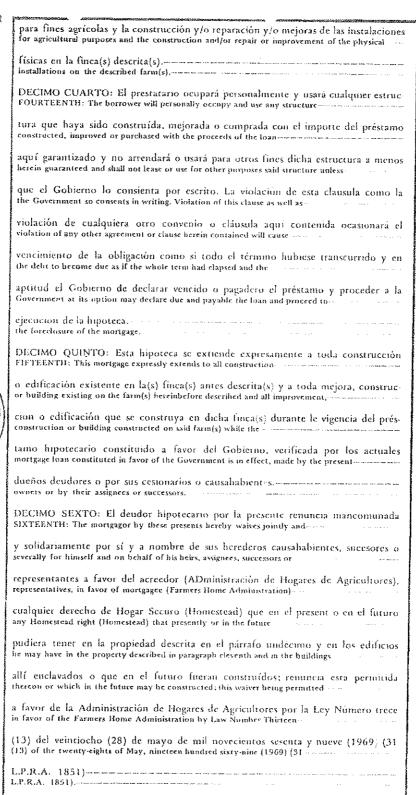
de Abril de mil novecientos sesenta y ocho (1968), otorgadanineteen hundred and sixty eight (1968), executed------



en la ciudad de Ponce, Puerto Rico, ante el Notario Ariel in the city of Ponce, Puerto Rico, before Notary Ariel
Colón Clavell.
DUODECIMO: Que comparecen en la presente escritura como TWELFTH: The parties appearing in the present deed as
Deudores Hipotecarios DON GILBERTO PIETRI ORENGO, Número de- Mortgagors MR. GILBERTO PIETRI ORENGO, Social Security
Seguro Social (trouble)
Y DONA BERTA PELLICIER RODRIGUEZ, Número AND MRS. BERTA PELLICIER RODRIGUEZ,
de Seguro Social Social Security Number
mayores de edad, casados entre si, propietarios y vecinos de of legal age, married, proprietors and neighbors of
Yauco, Puerto Rico, cuya dirección postal es: Urbanización- Yauco, Puerto Rico, whose postal address is: H-Twenty Four-
Lucchetti, Calle Uno (1), H-Veinticuatro (H-24), Yauco, (H-24), One (1) Street, Urbanización Lucchetti, Yauco,
Puerto Rico.
DECIMO TERCERO: El importe del préstamo aquí consignado THIRTEENTH: The proceeds of the loan herein guaranteed
se usó ó será usadowas used or will be used
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
***************************************



Forma FmHA \$27-1(S) PR (Rev. 10-82)





stove, oven, water heater, purchased or financed completely or partially with

DECIMO SEPTIMO: El acreedor y el deudor Inpotecario convienen en que cual-

quier estufa, borno, calentador comprado o financiado total o parcialmente con

SEVENTEENTH: Mortgagee and mortgagor agree that any

(5 4 × 5)	ABOGADO ABOGADO ASSARIO NOTARIO TENERO ILICO	STATADO)
"	The state of the s	

The state of the s
fondos del préstamo aquí garantizado, se considerará e interpreterá como parte funds of the loan herein goaranteed, will be considered and understood to form part-
de la propiedad gravada por esta Hipoteca.  of the property encumbered by this Mortgage.
DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse EIGHTEENTH: The mortgagor agrees and obligates himself to move
y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta and occupy the property object of this deed within the following sixty
días a partir de la fecha de la inspección final; y en caso de circunstancias impre- days from the date of final inspection, and in the event of unforescen circumstances.
vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo beyond his control which would impede him to do so, he will-
notificará por escrito al Supervisor Local
DECIMO NOVENO: Toda mejora, construcción o edificación que se construya NINETEENTH: All improvement, construction or building constructed
en dicha finca durante la vigencia antes mencionada deberá ser construida previa- on said farm(s) during the term hereinhefore referred to, must be made with the previous————————————————————————————————————
autorización por escrito del acreedor hipotecario conforme a los reglamentos pre- consent in writing of montgagee in accordance with present regulations
sentes y aquellos futuros que se promulgaren de acuerdo a las luyes federales y or future ones that may be promulgated pursuant to the federal and
lucales no inconsistentes o incompatibles con las leyes actuales que gobiernan local laws not inconsistent or incompatible with the present laws which govern
estos tipos de préstamos. these types of loaus.
VIGESIMO: Este instrumento garantiza asímismo el rescate o recuperación de TWENTIETH: This instrument also secures the recupture of
cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios any interest credit or subsidy which may be granted to the horrower(s) by the
por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código Government pursuant to Forty-Two
de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a) U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)
En el párrafo DECLMO TERCERO se indica que el préstamo aqui
consignado se usó ó será usado para tines agricolas, pero especi guaranteed was used or will be used for agricultural purposes,
ficamente serd usado para la operación de lo finca y el pago de but specifically will be used for the farm operation and for
deudaspaid the debts

# Case 3:20-cv-01671 Document 1-5 Filed 11/23/20 Page 18 of 19

Firmado, signado, serlado y rubricado: Ignacio Pintado-----Pintado.-----

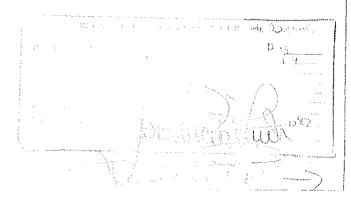
Hay cancelado en su original los correspondientes sellos de-Rentas Internas y el Impuesto Notarial.











of Corner

AS411 con a Lysle on 176 \$ 10,000.000) \$ 20,00000 x form definettonico hoduction Credit Observed in Strategation por \$1300000 a your a posses of Della Gall Bonk, ned well and the for 165000.06 a your de Designe W. On le O-inelia, altrando por Conduido de la Objeria. Carion de Abogres de Ogus. autory le ti en #5056 et halla afect a school con securiou rubies it. Konor de la A. A. A. A. A. A. Contierones is ductions on and ligate of pro la piena of 65,600.00 a fore de l'Edwarda. De Omerica, a eteron de pa Conducto de la Enhance of Good was from & La Propose constraine agramment 987.

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CERTIFIED TRANSLATION

Form FmHA 1940-17 (S)

(Rev. 12-88)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

NOTE				
		LOAN CLASS		
		Type: FM	X Regular	
			_Limited Resources	
		Pursuant to:		
		X Consolidated Farm & Rural Development Act		
		Emergency Agricultural Credit Adjustment Act		
		of 1978		
Name			ACTION REQUIRED BY THE NOTE:	
PIETRI ORENGO, GILBERTO			X Initial Loan Restructuring Subsequent Loan Reamortization	
State	Office		_Consolidation _Consolidation	
PUERTO RICO	YAUCO		and subsequent loan _ Reduction of Debt	
Case No.	Date		_ Sale on Credit Differed Payments	
63-16-081262039	JUNE 1, 1990		_Conservation Easement	
Funds Key	Loan No.			
43	06			

FOR THE VALUE RECEIVED, the undersigned Borrower(s) and any other codebtor will jointly and/or severally pay to the order of the United States of America, through the United States Farmers Home Administration (hereinafter the "Government") or its assignee in its office in YAUCO, PUERTO RICO or in another place designated by the Government in writing, the principal sum of SEVENTEEN THOUSAND EIGHT HUNDRED dollars (\$17,800.00) plus interest over the indebted principal at FOUR AND A HALF PERCENT (4.5%) annually and N/A dollars (\$ N/A), of re capitalized interest. If this note is for a Limited Resources loan (indicated in the "Loan Class" box above, the Government can CHANGE the PERCENTAGE OF INTEREST, in accordance to the regulations of the Farmers Home Administration, no more frequently than quarterly, notifying the Borrower by mail with thirty (30) days in advance to their last address. The new interest rate shall not exceed the highest interest percentage established in the regulations of the Farmers Home Administration for the kind of loan stated above.

Principal and Interest shall be paid in 21 installments, as indicated below, except if it is modified by a different interest rate, on or before the following dates:

\$470.00 in January 1, 1991		\$1,369.00 in January 1, 1992		
\$	in January 1, 19	\$	in January 1, 19	
\$	in January 1, 19	\$	in January 1, 19	
\$	in January 1, 19	\$	in January 1, 19	
\$	in January 1, 19	\$	in January 1, 19	



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#### CERTIFIED TRANSLATION

and \$1,369.00 subsequently each year until the principal and interest are completely paid except that the final installment of the debt evidenced herein, that if not paid before, shall be due and payable 20 years from the date of this note except that advanced payments may be made as provided below. The consideration involved herein will support any agreement modifying the payment plan.

If the total amount of the loan is not advanced at the time of the closing, the loan will be advanced to the Borrower as requested by the Borrower and approved by the Government. The approval of the Government will be given as long as the advance is requested for a purpose authorized by the Government. Interest will be accrued for each advance from its date of origin as shown in the Advances Registries at the end of this note. The Borrower authorizes the Government to include the amount(s) and date(s) of such advance(s) in the Advances Registry.

In each reamortized, consolidated or restructured note, the interest accrued for more than ninety (90) days at the date of this instrument mu must be added to the principal and this new principal will accrue interest at the rate of the percentage evidenced by this instrument.

Every payment made in any debt represented by this note will be first applied to interest accrued during the different period and secondly to interest calculated at the effective date of the payment and then to the principal.

Payments advanced from the stipulated installments or any part thereof, may be made at any time at the choice of the Borrower. Reimbursements and extra payments, as defined in the regulations (7 C.F.R. 1951.8) of the Farmers Home Administration, according to the source of the funds involved, after paying towards the interest, shall be applied to the last installments due under this note and will not affect the obligation of the Borrower to pay the remaining instalments as specified herein. If the Government at any time assigns this note and ensures payment of it, the Borrower will continue making the payments to the Government as a collecting agent of the holder.

While this note is in possession of an insured lender, the advanced payments made by the Borrower may, at the option of the Government, be sent by the Government shortly to the holder or, except the final payment, may be withheld by the Government and remitted to the holder based on the annual installment due. The effective date of every payment made by the Borrower, except payments withheld and remitted by the Government to the holder based on the annual installment due shall be the date of the check of the Treasury of the United State by which the Government remits the payment to the holder. The effective date of any advance payment withheld and remitted by the Government to the holder based on the annual installment due, shall be the date of the advanced payment by the Borrower and the Government shall pay the interest to which the holder is entitled to that accrue from the effective date of any of such advanced payments and the date of the check to the Treasury remitted to the holder.

Any amount advanced or invested by the Government for the collection of this note or to preserve or protect the guarantee of this loan or otherwise invested under the terms of any guarantee agreement or other instrument executed in regards to the loan evidenced herein, at the option of the Government shall be part of the loan and will accrue interest at the same interest rate as the principal of the debt evidenced herein and will be due and payable immediately by the Borrower to the Government without need for request.

The property built, improved, purchased, or refinanced totally or in part with the loan evidenced herein may not be leased, assigned, transferred, or encumbered voluntarily or otherwise, without the prior written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will personally operate such property as a farm if this loan is made to a Farm Owner (FO).

If a "Consolidation and a Subsequent Loan", "Debt Reduction", "Consolidation", "Restructuring", or "Reamortization" is indicated in the upper box of the first page "Action Required by this Note", this note is granted to consolidate, reamortize, or evidence a restructuring but not in payment of the principal and interest of the following loan(s) or agreement(s) of subrogation(new terms).

KEY AND	VALUE OF THE	INTEREST RATE	DATE	ORIGINAL	LAST TERM DUE
NO. OF THE	NOTE			BORROWER	
LOAN					
	\$	%	, 19		, 19
	\$	%	, 19		, 19_
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

The guarantee documents taken regarding the loans evidenced by these notes described and other related obligations are not affected by the execution of this consolidation, reamortization or restructuring. These guarantee instruments will continue in effect and the guarantee offered for the loans evidenced by the notes described will remain as guarantee for the loan evidenced by this note and by any other related obligation.

REFINANCING AGREEMENT (GRADUATION): If at any time the Government determines that the Borrower can obtain an loan from a responsible credit union or other private source of credit at a reasonable interest rate and terms for loans of similar term and conditions, the Borrower, upon request of the Government will request and accept the loan in sufficient amount to pay this note completely and pay the necessary shares if the lender is a credit union.

AGREEMENT OF CONSERVATION OF ERODIBLE AND SWAMPY LANDS: The Borrower recognizes that the loan described in this note will be in breach if any part of the loan is used for a purpose that contributes to the excessive erosion of the highly erodible land or for the conversion of swampy land to produce a farming crop as explained in Exhibit M of Subpart G of Part 1940 of 7 CFR. If (1) the term of the loan is past January 1, 1992 but not January 1, 1995, and (2) the borrower attempts to produce a crop in highly erodible land that is exempt from the restrictions of Exhibit M until January 1, 1990 or two years after the Land Conservation Service (SCS for its Spanish acronym) has completed its conservation plan for the farm of the borrower, what happens after, the borrower also agrees that prior to the loss of the exemption of the conservation restriction of highly erodible land, pursuant to part 12 of 7CFR, the borrower must show that it is actively applying in the highly erodible land a conservation plan approved by the Land Conservation Service (SCS) or the corresponding District of Conservation, if the term of the loan is past January 1, 1995. The borrower also agrees that the borrower will show before January 1, 1995 that any production of crops in highly erodible lands after that date will be performed in accordance to a

#### CERTIFIED TRANSLATION

conservation plan approved by the Land Conservation Service (SCS) or by the District of Conservation, pursuant to the requirements of the Land Conservation Services.

DEFAULT: Lack of payment when due of any debt evidenced herein or breach of any condition or agreement under this document will constitute default under any other instrument evidencing a debt of the Borrower insured or guaranteed by the Government or in any other way related to such debt; the breach of any other instrument will constitute default under the terms of this document. IF THERE IS ANY DEFAULT, the Government, at its option, may declare all or part of such debt due and payable immediately.

This note is given as evidence of a loan to the Borrower granted or insured by the Government pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the kind of loan as indicated in the box "LOAN CLASS" above. This Note is subject to the current regulations of the Farmers Home Administration and its future regulations not inconsistent with the stipulations herein.

We hereby expressly waive presentation, protest, and notice.

(STAMP)	[signed]
	GILBERTO PIETRI ORENGO (Borrower)
(STAMP)	[signed]
	BERTA PELLICIER RODRIGUEZ (Borrower)
	BOX 1778
	YAUCO, PR 00768
	(Address of Borrower)

# ADVANCES REGISTRY

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$17,800.00	06-01-90	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	

TOTAL

\$17,800.00



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Formulario FmHA 1940-:	17(S)	CLASE DE PRESTAGO		
DEPARTAMENTO DE AGRIC ALMONTSPACTON DE	DULTURA DE LOS ESTADOS UNIDOS E HOGARES DE AGRICULTORES	Tipo:	₩ Regular □ Recursos	Limitades
10 A		De acuerdo a:		
Ρ/	AGARE		Farm and Rural Credit	
PIETRI ORENGO, C	TLBERTO	ACCION QUE REQUI		
FUERTO RICO	Ofleira YAUCO	☐ Préstamo Ini ☐ Préstamo Sub	cial siguiente	□ Restructuración □ Resmortización
83º18º081262039	Probe junio de 1990	□ Consolidació Subsiguiente	u h ttearme	□ Consolidación □ Reducción de Deuda
Clave de Fondos 43	Mam, de Prestamo O6	☐ Venta a Créd ☐ Pagos Diferi	ito	
mente pagaremos a la di Hogares de Agricultoro "Gobierno") o su cesi	el Prestatario(s) suscribient orden de los Estados Unidos de es del Departamento de Agricul orario en su oficina en	e America, actuardo p Itura de los Estados YAUCO, PUERTO R	or conducto de 12 Unidos, (denomira ICO	Administracion de Edo en adelante el
o on other with dealer	cade not al Cabletta not each	lto la suma principa	1 de	
mentos de la Administ correo al prestatario deberá exceder el por de Agricultores para Principal e interes tipo de interes difer	dólares (\$ 17. dólare	pe camman de frontes pres, no más frecuent icipación a su última tablecido en los rugi dicado. zos, según indicado a nues fechas:	de que trimentrali dirección. El a amentos de la Ada abajo, excepto si	mente, rotificando por nuevo tipo de interés no ministración de Hogares es modificado por un
3 470.00 _{en} k	WERO 1 de 19 51	1,369.00	en FNERO	1 _{de 19} 92
\$ en	de 19	\$	en	de 19
\$ en	de 19	\$	ert	de 19
	de 19			de 19
	de 19		GD.	de
	de 19	\$	en	de amendament
y t 1,369.00 20 enlo que el plazo más abajo. la corsto	, subsiquientemente cada a Firal de la deuda aquí eviden de la fecha de este pagaré	ro hasta que el prinde clada, de no ser pago y excepto que se po	cipal e intereses ada anteriormente drán hacer pagos	sear completamente pagados, vencerá y será pagadero adelantados según se provee

Adelantos en el final de este pagare. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré resmortizado, consolidado o restructurado, los intereses acumulados por más de royenta (90)

En cada pagare reamortizado, consolidado o restricturado, ios intereses acuminados por las de loyadas a la fecha de este instrumento deberán ser surados al principal y ese nuevo principal acuminará intereses a razón del porciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pusaré será primero aplicado a intereses acumulados durante el período de diferimiento y segundo a intereses computados a la fecha efectiva del pago y después al principal.

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Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatación. Recembilisos y pagos extras, segun se definen en los regismentos (7 C.F.R. 1951.8) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse a los interesea, se aplicarán a los últimos plazos a vencer bajo este pagaré y no diectarún la obligación del Prestatario de pagar los restantes plazos segun se especifican en este pagaré. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el Prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierro, ser remitidos por el Gobierro prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierro y remitidos al tenedor a base de plazo anual vencido. La facha efectiva de anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierro remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado reterido y remitido por el Gobierro al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierro pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del prestamo o de otra munera invertido bajo los términos de cualquier convenio de garantía u otro instamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin recesidad de requerimiento.

La propiedad construída, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno constenta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este prestamo es a dueño de l'inca (FO).

SI una "Consolidación y un Fréstamo Subsiguiente", "Reducción de Deuda", "Consolidación", "Restructuración" o una "Reamortización" es indicado en el encasillado superior de la primera págira "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar una restructuración pero no en sotisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (ruevos términos):

LAVE Y UM. DEL VALOR DEL PA RESTANO	GARE LE DVTERES	FECHA	PRESTATARIO GRIGINAL	
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\$		1	0	Commence of the state of the st

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas o son afectadas por el otorgamiento de esta consolidación, reamortización o restructuración. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los prestamos evidenciado por los pagares descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENTO DE REFINANCIAMIETRO (GRADUACION): Si en cumiquier tiempo el Gobierro determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierro, solicitará y aceptará el prestamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones recesarias si el prestamiata es una cooperativa.

CONVENTO DE CONSERVACION DE TERMENS ANTAMENTE ERODABLES Y PANDANOSOS: El Prestatario reconoce que el préstamo descrito en este pagaré entará en incumplimiento si alguma parte del prestamo es usado para un propósito que contribuya a la erosión excesiva de herrero altamente erodable o para la conversión de terruno pantanoso para producir ura cosecha agrícola según explicado en el Exhibit M de la Judparte G de la Parte 1980 del 7CFR. Si (1) el termino del préstamo excede del 1ro, de enero de 1990, pero no al 1ro, de enero de 1995, y (2) el prestatario interna productr una cosecha en terreno altamente erodable, que está exento de las restricciones del Exhibit M hasta el 1ro, de enero de 1990, o dos años después de que el Servicio de Conservación de Suelos (SCS) haya conviene que anterior a la perdida de la exención de prestatario, lo que ocurra más tarde, el prestatario además conviene que anterior a la perdida de la exención de prestatario, de conservación de Eureno altamente erodable un plan de conservación de suelos aprobado por el Servicio de Conservación de Suelos (SCS) o el correspondiente Distrito de Conservación de Suelos, si el término del prestamo excede al 1ro, de enero de 1995. El prestatario además conviene en que deberá demostrar que está activamente aplicando en el terreno altamente cosechas en terrenos altemente erodables después de esa fecha se nará de acuerdo a un plan de conservación de Suelos (SCS) o por el Distrito de Conservación, de acuerdo a los requisitos del Servicio de Conservación, de Suelos (SCS) o por el Distrito de Conservación, de acuerdo a los requisitos del Servicio de Conservación, de Suelos (SCS) o por el Distrito de Conservación, de acuerdo a los requisitos del Servicio de Conservación, de Suelos (SCS) o por el Distrito de Conservación, de acuerdo a los requisitos del Servicio de Conservación, de Suelos (SCS) o por el Distrito de Conservación, de acuerdo a los requisitos del Servicio de Conservación, de Suelos (SCS) o por el Distrito de Conservación.

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INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierro o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este pagaré, CONETIDO CUALQUIER INCUMPLIMIENTO, el Gobierro, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la "Corsolidated Farm and Rural Development Act" o el "Emergency Agricultural Credit Adjustment Act of 1978" y para elitipo de préstamo según indicado en el encasillado "CLASE DE PRESTANO". Este pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

(SELLO) GILBERTO PIETRI ORENGOPrestatario)

BERTA PELLICIER RODRIGORNICATATIO)

(SELLO)

BOX 1778

(Direccion del Prestatario)

YAUCO, PR 00768

REGISTRO DE ADELANTOS

CANTIDAD	FECHA	CANTIDAD	FECHA	CAMPIDAD	FECHA
\$ 17,800.00		\$		\$	
\$		\$		\$	to the was sense as an expensive field of expenses. The Market Market Market
\$		· Š	and the second s	3	
\$	<u>.</u>	*		\$	

TYPAL \$ 17,800.00

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NUMBER TWENTY SEVEN-
HIPOTECA VOLUNTARIA—————VOLUNTARY MORTGAGE
EnYauco, Puerto Rico, a primero de junio de milynove- la Yauco, Puerto Rico at first day of june nineteen cientos noventa (1990)
ANTE MI
CARMEN T. SALICETI MALDONADOCARMEN T. SALICETI MALDONADO
Abogado y Notario Público de la Isla de Puerto Rico con residença en Ponce, Attorney and Notary Public for the Island of Puerto Rico, with residence in Ponce, Puert
Puerto Ricoy oficina en Yauco, Puerto Rico
COMPARECENAPPEAR
Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina- The persona named in paragraph TWELFTH of this mortgage
dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinafter called the "mortgagor" and whose personal circumstances
aparecen de dicho párrafo.
Doy fe del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their—
de su edad, estado civil, profesión y vecindad
Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in full enjoyment of their rivil rights, and the free administration
de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga- of their property, and they have, in my judgment, the pecessary legal capacity to grant this
miento, voluntary mortgage.
EXPONEN
PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in
parrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same
denominada de aquí en adelante "los bienes"
SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que SECOND: That the property mortgaged herein is subject to the liens
se especifican en el parrafo UNDECIMO
TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States
América, actuando por conducto de la Administración de Hogares de Agriculto- of America, acting through the Farmera Home Administration,————————————————————————————————————
res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hereinafter called the "mortgagee" in connection with



un préstamo o prestamos evidenciado por uno o más pagarés o convenio de sub- a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)
rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por hercinafter called "the note" whether one or môre. It is required by
el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of the
las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assessments, insurance premiums and other charges.
hayan estimado sobre la propiedad hipotecada.
CUARTO: Se sobreentiende que:
(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in the
suma de principal especificada en el mismo, concedido con el propósito y la inten- principal amount specified therein made with the purpose and intention
ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgagee, at any time, may assign the note and
asegurar su pago de conformidad con'el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One.
consolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five of
la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda- the Housing Act of Nineteen Hundred and Forty-Nine, as amended.
das,
(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is guaranteed by the mortgagee
ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may he assigned from time to time and each holder of the insured note, in turn,————
ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may he assigned from time to time and each holder of the insured note, in turu, prestamista assegurado will be the insured lender.
prestamista asegurado.
prestamista asegurado.  will be the insuced lender.  (Tree) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree
prestamista asegurado. will be the insured lender.  (Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree (Three) When payment of the note is insured by the mortgagee, the
prestamista asegurado.  will be the insured lender.  (Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree (Three) When payment of the note is insured by the mortgagee, the  dor hipotecario otorgarà y entregarà al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along.
prestamista asegurado.  Will be the insured lender.  (Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree (Three) When payment of the note is insured by the mortgagee, the—  dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along—  el pagaré un endoso de seguro garantizando totalmente el pago de principal e inwith the note an insurance endorsement insuring the payment of the note fully as to principal tereses de dicho pagaré.
prestamista asegurado will be the insured lender.  (Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree (Three) When payment of the note is insured by the mortgagee, the  dor hipotecario otorgara y entregara al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along  el pagaré un endoso de seguro garantizando totalmente el pago de principal e in- with the note an insurance endorsement insuring the payment of the note fully as to principal tereses de dicho pagaré.  and interest.
prestamista asegurado will be the insured lender  (Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree (Three) When payment of the note is insured by the mortgagee, the  dor hipotecario otorgarà y entregarà al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along  el pagaré un endoso de seguro garantizando totalmente el pago de principal e in- with the note an insurance endorsement insuring the payment of the note fully as to principal tereses de dicho pagaré and interest.  (Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagee,  hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado.
prestamista asegurado.  Will be the insured lender.  (Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree (Three) When payment of the note is insured by the mortgagee, the dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along el pagaré un endoso de seguro garantizando totalmente el pago de principal e inwith the note an insurance endorsement insuring the payment of the note fully as to principal tereses de dicho pagaré.  (Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagee,  hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured lender———————————————————————————————————
prestamista asegurado will be the insured lender  (Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree (Three) When payment of the note is insured by the mortgagee, the  dor hipotecario otorgarà y entregarà al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along  el pagaré un endoso de seguro garantizando totalmente el pago de principal e in- with the note an insurance endorsement insuring the payment of the note fully as to principal tereses de dicho pagaré and interest.  (Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagee, hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured lender———————————————————————————————————



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de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefite of such insurance in lieu thereof, and upon the del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de mortgagee's request will assign the note to the mortgagee should the mortgagor. violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any cualquier convenio suplementario por parte del deudor.----(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) It is the purpose and intent of this mortgage that, among other things, tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mottgagee, or in the event the que el acreedor 'apotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagee should assign this mortgage without insurance of the note, this mortgagegarantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-shall secure payment of the note; but when the note is held by an insuredmista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach to de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debt constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to accure the mortgagee contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-against loss under its insurance endorsement by reason of any default plimiento por parte del deudor hipotecario.----QUINTO: Que en consideración al préstamo y (2) en todo tiempo que el pagaré FIFTH: That, in consideration of said loan and (a) at all times when the notesea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-is held by the mortgagee, or in the event the mortgageecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign this mortgage without insurance of the payment of the note, in guarantee of the importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-amount of the note as specified in subparagraph (one) of paragraph NINTH----NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein, (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-(b) at all times when the note is held by an insured lender, in guarantee tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí of the amounts specified in subparagraph 9Two of paragraph NINTH hereof consignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the mortgagor's agreement de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-herein 10 indemnify and save harmless the mortgagee against loss under its doso de seguro por razón de incumplimiento del deudor hipotecario y (t) en cual-insurance endorsements by reason of any default by the mortgagor, and (c) in any



subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el esbparagraph (Three) of paragraph NINTH hereof, and to secure thecumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí performance of every covenant and agreement of the mortgagorcontenidos o en cualquier otro convenio suplementario, el dendor hipotecario por contained herein or in any supplementary agreement, the mortgagor ..... la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgagee onlos bienes descritos en el parrafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereof, together with all rights,derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests easements, hereditaments and appurtenances thereto belonging,-3 los mísmos, toda renta, créditos, beneficios de los mísmos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now or --el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, later attached thereto or reasonably necessary to the use thereof, sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a all water, water rights and shares in the same pertaining tolas fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario the farma and all payments at any time owing to the mortgagorpor virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of uny sale, lease, transfer, conveyance or total or total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre partial condemnation of or injury to any part thereof or interest ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta therein, it being understood that this lien will continue in full force and effect untilque las cantidades especificadas en el párrafo NOVENO con sus intereses antes y all amounts as specified in paragraph NINTH hereof, with interest before and En caso de ejecución, los bienes responderán del pago del principal, los intereses In case of foreelosure, the property will be answerable for the payment of the principal, interest antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el ac ec thereon before and after maturity until paid, losses sustained by the dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualmortgagee as insurer of the note, taxes, insurance premiums, and-quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other disbursements and advances by the mortgagee for the mortgagor's accounthipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, with interest until repaid to the mortgagee, costs, expenses and-gastos y honorarios de ahogado del acreedor hipotecario, toda extensión o renoattorney's fees of the mortgagee all extensions and renewals of any of ---vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma anid obligations, with interest on all and all other charges and additional adicional especificada en el párrafo NOVENO de este documento.---amounts as specified in paragraph NINTH hereof .--SEXTO: El deudor hipotecario expresamente conviene lo siguiente:----SIXTH: That the mortgagor specifically agrees as follows:-(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda (One) To pay promptly when due any indebtedness-

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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario to the mortgagee hereby secured and to indemnify and save harmiess the mortgagee against any bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, the--deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor chall continue to make payments on the note to the mortgagee,hipotecario como agente cobrador del tenedor del mismo.----as collection agent for the holder .--(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisaly cualquier cargo por delincuencia requerido en el presente o en el tuturo por los ; and any deliquency charges, now or hereafter required byreglamentos de la Administración de Hogares de Agricultores.---regulations of the Farmer's Home Administration .-(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-(Three) At all times when the note is held by an insured lender,rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos any amount due and unpaid under the terms of the note, lessla cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holderdel pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsement en el párrafo CUARTO anterior por cuenta del deudor hipotecario.---referred to in paragraph FOURTH hereof for the account of the mortgagor,----Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is heldpor el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada by the mortgagee or by an insured lender, may be credite ---por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto by the mortgagee on the note and thereupon shall constitute an advancepor el acreedor hipotecario por cuenta del deudor hipotecario. ----by the mortgagee for the account of the mortgagor, Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-Any advance by the mortgagee as described in this .....párrafo devengará intereses a razón del cuatro y medio----subparagraph shall bear interest at the rate of four and a half-----anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor per annum from the date on which the amount of the advance was due to the date of payment hipotecario lo satisfaga. (Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier (Four) Whether or not the note is insured by the mortgagec, any o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repaand all amount advanced by the mortgagee for property insurance premiums, repairs,---raciones, gravámenes u otra reclamación en protección de los bienes hipotecaliens and other claims, for the protection of the mortgaged property,---dos o para contribuciones o impuestos u otro gasto similar por razón de haber or for taxes or assessments or other similar charges by reason of the



el deudor hipotecario de jado de pagar por los mismos, devengará intereses a razón mortgagor's fadure to pay the same, shall bear interest at the rate
del tipo estipulado en el subpárrafo antecior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advance
hasta que los mismos sean satisfechos poi el deudor hipotecario.
(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo- (Five) All advances made by mortgagee as described in this mortgage,
teca con sus intereses vencera inmediatamente y será pagadero por el deudor bipo with interest, shall be immediately due and payable by the mortgagor———————————————————————————————————
tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgagee without demand at the
designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto place designated in the note and shall be guaranteed hereby. No such advance
hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación by mortgagee shall relieve the mortgagor from breach of his covenant———————————————————————————————————
del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from the
primeros pagos recibidos del dendor hipotecario. Si no hubieren adelantos, todo first available collections received from mortgagor. Otherwise, any payments
pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or any
otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness to mortgagee secured hereby, in any order mortgagee
hipotecario determinare.
(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para (Six) To use the loan evidenced by the note solely
los propósitos autorizados por el acreedor hipotecario.————————————————————————————————————
(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá- (Seven) To pay when due all taxes, special assessments, liens
menes y cargas que graven los bienes o los derechos o intereses del deudor hipo- and charges encumbering the property or the right or interest of mortgagec-
tecario bajo los términos de esta hipoteca.————————————————————————————————————
(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie- Eight) To procure and maintain insurance against fire and other hazarda as required———————
ca el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie- ny mortgagee on all existing buildings and improvements on the pro
nes o cualquier otra mejora introducida en el luturo. El seguro contra fuego y serty and on any buildings and improvements put there on in the future. The insurance against
ocros riesgos serán en la forma y por las cantidades, términos y condiciones que ire and other hazards will be in the form and amount and on terms and conditions
probare el acreedor hipotecario.
Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las
eparaciones necesarias para la conservación de los bienes; no cometerá ni per- seessary repairs for the conservation of the property; he will not commit nor
nitirá que se cometa ningún deterioro de los bienes; ni removera ni demolerá emit to be committed any deterioration of the property; he will not remove not denotion



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ningun edificio o mejora en los bienes, ni cortara ni removera madera de la finca, any building or improvement on the property; nor will be cut or remove wood from the farm m removerá ni, permiticá que se remueva grava, arema, acente, gas, carbón u otros nu remove nor pernit to be removed gravel, sand, off, gas, coal, or other minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry outa efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservacion to time. Mortgagor shall comply with such farm conservation practices de suelo y los planes de la finca y del liogar que el acreedor lupotecario de tiempo en and farm and home management plans as mortgagee from time to tiempo pueda prescribir. (Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden (Ten) II this mortgage is given for a loan to a farm owner as identified tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagor shipotecario personalmente operará los bienes por si y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any part of it menos que el acreedor hipotecario consienta por escrito en otro método de operaunless mortgagee agrees in writing to any other method of operationción o al arrendamiento. (Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven). To submit in the form and manner mortgagee may require, información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income und expenses and uny other information in regard to the la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulations que afecten los bienes o su uso. affecting the property or its use. ---(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times and attorneys. derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or not -otorgada està siendo mermada o deteriorada y si dicho examen o inspección deter-the security given is being lessened or impaired, and if such inspection or examination shallminare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-disclose, in the judgment of mortgagee, that the security given is being tessened mada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall he deemed a breach by the --deudor hipotecario de los convenios de esta hipoteca.---mortgagor of the covenants of this mortgage .---(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión (Thirteen) If any other person interferes with or contests the right of possessiondel deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará of the mortgagor to the property, the mortgagor will immediately notifyal acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, mortgagee of such action, and mortgagee at its option

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podrá institutir aquellos procedimientos que fueren necesarios en defensa de sus may institute the necessary proceedings in defense of its procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán proceedings will be charged to the mortgage debt and considered. garantizados por esta Inpoteca dentro del crédito adicional de la cláusula hipotecaria by this mortgage within the additional credit of the mortgage clause (Catorce) St el deudor hipotecario en cualquier tiempo mientras estuviere vigente (Fourteen) Il the mortgagor at any time while this mortgage remains in effectesta hipoteca, abandonare los bienes o voluntariamente se los entregase al actee-should abandon the property or voluntarily deliver it to mottgagee, dor hipotecario, el accedor hipotecario es por la presente autorizado y con pode-morigages is herebs authorized and empowered res para tomar posession de los bienes, arrendarlos y administrar los bienes y cobrar to take possession of the property to rent and administra the same and collect sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the gastos de cobro y administración y en segundo término al pago de la deuda eviden-costs of collection and administration and secondly to the payment of the debt evidenced ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, by the note or any indebtedness to mortgagee hereby guaranteed, en el orden y manera que el acreedor hipotecario determinare. ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a tipo de interes y términos razonables para préstamos por tiempo y propósitos sate of interest and reasonable periods of time and purposes, similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará mortgagor, at mortgagor's request will apply for and acceptay aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesaid loan in sufficient amount to pay the note and any other indebtedness secured hereby and to por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluída como by this mortgage, or should mortgagor, or any one of the persons herein called con cualquier clausula, condición, estipulación o convenio o acuerdo aquí contenido with any clause, condition, stipulation, covenant, or agreement contained herein, o en cualquier convento suplementario, o falleciere o se declarare o fuere declarado or in any supplementary agreement, or die or be declared an incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of



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vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is declarar toda deudo no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two) incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as conviniere en esta lipoteca, incluyendo las contribuciones, impuestos, prima de agrect in this mortgage, including taxes, assessments, insurance premium, y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Taree) de solicitar la protección de la ley, (Diecisiete) El deudor hipotecario papará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburie mortgagee-de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-of this mortgage and of the note and of any supplementary agreement, includingchiyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-the costs of survey, evidence of title, court costs, recordation fee and rarios de abogado.----(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the murtgagee to require and hacer cumplir en una fecha subsigniente a les mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement ishligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon-obligacion herein set forth, and without affecting the liability sabilidad de cualquier persona para el pago del pagaré o cualquier orra deuda aquí of any person for payment of the note or any indebtedness entantizada v sin afectar el gravamen impuesto sobre los bienes o la prioridad del creared hereis, and without affecting the lien created upon soil property or the priority of

dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos,

creditors, or should the property or any part thereof or interest therein be assigned,

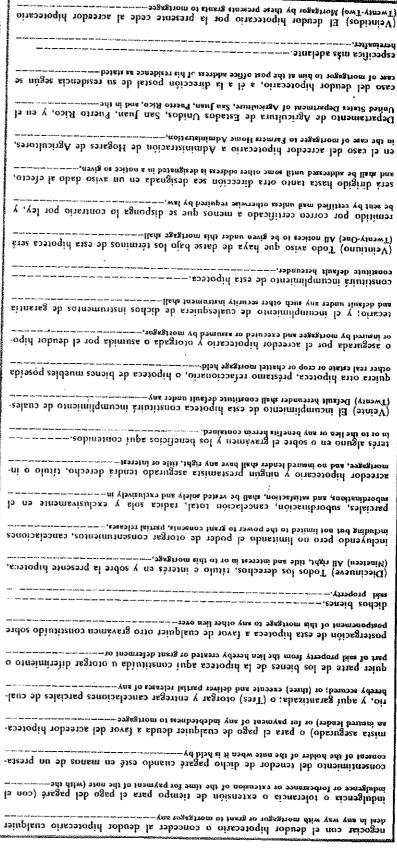


gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lico, the mortgagee is hereb y authorized and empowered at

cualquier ricinpo (Uno) renunciar el complimiento de cualquier convenio u obliany time (one) waive the performance of any covenant or obligation

gaction aqui contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)





10-82)

el importe cualquier se, cia obtenido por exprepiación forzosa para uso the amount of any judgment obtained by reason of condemnation proceedings for public por daños causados a los bienes. El acreedor hipotecario aplicará el importe así for damages caused to the property. The mortgagee will apply the amount so recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del received to the payment of costa incurred in ita collection and the balance to the payment. pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta of the note and any indebtedness to the mortgagee secured by this SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso SEVENTH: That for the purpose of the first sale to be held in case de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmen-of forcelosure of this mortgage, in conformity with the mortgage law, as amended, dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma mortgagos does hereby appraise the mortgaged property in the amount de DIECISIETE MIL OCHOCIENTOS DOLARES (\$17,800.00). ---of SEVENTEENTH THOUSAND EIGHT HUNDRED DOLLARS-----\$17,800.00).----OCTAVO: El, deudor hipotecario por la presente renuncia al trámite de requeri-EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be----miento y se considerará en mora sin necesidad de notificación alguna por parte considered in default without the necessity of any notification of default or demand for paydel acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Adment on the part of mortgagee. This mortgage is subject to the rules and regulations of the ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos, Farmers Home Administration now in effect, and to its future regulations -no inconsistentes con los términos de esta hipoteca, así como también sujeta a not inconsistent with the provisions of this mortgage, as well as to the las leyes del Congreso de Estados Unidos de America que autorizan la asignación laws of the Congress of the United States of America authorizing the making and y aseguramiento del préstamo antes mencionado.---insuring of the loan hereinb, fore mentioned, NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:----NINTH: The amounts guaranteed by this mortgage are as follows: Una. En todo tiempo cuando el pagaré relacionado en el párraso TERCERO de One. At all times when the note mentioned in paragraph THIRD of esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor this mortgage is held by mortgagee, or in the event mortgageehipotecario cediere esta hipoteca sin asegurar el pagare DIECISIETE MIL----should assign this mortgage without insurance of the note, SEVENTEENTH THOUSANDS-el principal de dicho pagaré, con sus intereses según estipulados a razón del Cuatro the principal amount of said note, together with interest as stipulated therein at the fate of four 

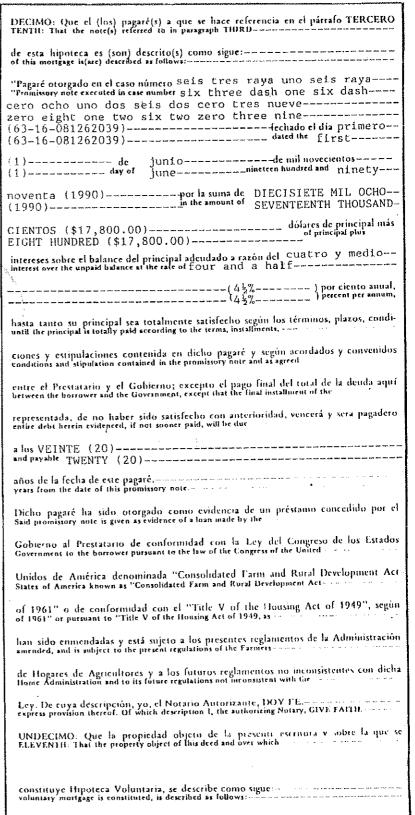


Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado: Two. At all times when said note is held by an unitred lender:
(A) DIECISIETE MIL OCHOCIENTOS(A) SEVENTEENTH THOUSAND EIGHT HUNDRED
DOLARES (\$ 17,800.00)
para indemnizar al acreedor hipotecatio por adelantos al prestamista asegurado for indemnifying the mortgagee for advances to the insured lender
por motivo del incumplimiento del deudor hipotecario de pagar los plazos segua by reason of mortgagor's failure to pay the installments as———————————————————————————————————
se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO, specified in the note, with interest as stated in paragraph SIXTH,————————————————————————————————————
Tercero;
(B) VEINTISEIS MIL SETECIENTOS
para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda for indemnifying the mortgagee further against any loss it might
sufrir bajo su seguro de pago del pagaré.
Tres. En cualquier caso y en todo tiempo;
(A) SIETE MIL CIENTO VEINTE DOLARES
(\$ 7,120.00) para intereses después de mora;
(B) TRES MIL QUINIENTOS SESENTA DOLARES
(\$3,560.00) para contribuciones, seguro y otros adelantos para la con- (\$3,560.00) for taxes, insurance and other advances for the preservation
servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo and protection of this mortgage, with interest at the rate stated in paragraph————————————————————————————————————
SEXTO, Tercero;
(C) MIL SETECIENTOS OCHENTA DOLARES
(\$ 1,780.00) para costas, gastos y honorarius de abogado en caso (\$ 1,780.00) for costs, expenses and attorney's fees in case
de ejecución; of foreclosuce:
(D) MIL SETECIENTOS OCHENTA DOLARES
(\$ 1,780.00) para costas y gustos que incurriere el acreedor hipoteca- (\$ 1,780.00) for costs and expenditures houried by the mortgages in
rio en procedimientos para defender sus intereses contra cualquier persona que inter- proceedings to defend its interests against any other person interfering with————————————————————————————————————
venga o impugne el derecho de posesión del deudor hipotecario a los bienes según or contesting the eight of possession of mortgagor to the property as————————————————————————————————————
se consigna en el párrafo SEXTO, Trece.———————————————————————————————————



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To-353 Yauco Fo. 70 Fca. 5411 Inoc. 10th

To. 176 yarro Fo: 690to 1 Fan. 5656 M Insc 68 RUSTICA: Predio de terreno de CIENTO CINCUENTA Y SEIS CUERDAS, sita en los Barrios Naranjo y—Aguas Blancas del término municipal de Yauco,—colindante por el NORTE, con terrenos de Luis—Natalí y otros Antonio Castañer antes, hoy de—Juan Adrover; por el ESTE, con terrenos de Luis Natalí y Juan Juliá; por el OESTE, con tierras—pertenecientes a los Hermanos Giussepi, separados en parte por una quebrada y por el SUR, con tierras de Juan Juliá y con la finca de Seis y—Media Cuerdas que es el remanente de la finca—principal. Inscrita en el Registro de la Propiedad de San Germán, al folio ciento sesenta y cuatro (164) del Tomo Ciento sesenta y siete—cientos once (5411), inscripción primera.——

Adquirió el prestatario lá descrita finca por com--Borrower acquired the described property by purcha-

pra a Don José Manuel Pietri Orengo y Doña Emilia---se to Mr. Jose Manuel Pietri Orengo y Mrs. Emilia---

Pacheco, la finca A; y por compra a Urbanización---Pacheco, the farm A; and by purchase to Urbanizacion

Luchetti, Inc., y Banco Crédito y Ahorro Ponceño,--Luchetti, Inc., and Banco Credito y Ahorro Ponceño,

representados la primera por Don José A. Vientos, y represented the first by Mr. Jose A. Vientos, and--

el segundo por Don Tomás Serrano, Jr., la finca B,-the second by Mr. Tomás Serrano, Jr., the farm B,--

según consta de la Escritura número treinta y cinco pursuant to deed number thirty five (35, dated sep-

(35), de finca cinco (5) de septiembre de mil novetember five (5), nineteen hundred and seventy three

cientos setenta y tres (1973), otorgada en la Ciu-- (1973), executed in the City of Yauco, Puerto Rico.

dad de Yauco, Puerto Rico, ante el notario Luis Nebefore Notary Luis Negrón Lopez, the farm A; and---



(13-A)

	gron Lopez, la finca A; y según consta de la escri- pursuant to deed number seventy three (73), dated
	tura número setenta y tres (73) de fecha seis (6) de April six (6), nineteen hundred and sixty eight
	abril de mil novecientos sesenta y ocho (1968), (1968), executed in the City of Ponce, Puerto Rico,
	otorgada en la Ciudad de Ponce, Puerto Rico, ante el before Notary Ariel Colón Clavell
	notario Ariel Colón Clavell
	DUODECIMO: Que comparecen en la presente escritura- TWELFTH: The parties appearing in the present deed-
	como Deudores Hipotecarios DON GILBERTO PIETRIas Mortgagors MR. GILBERTO PIETRI ORENGO, social se
and French	ORENGO, seguro social número y DOÑA- curity number " and MRS. BERTHA PELLI-
	BERTHA PELLICIER, también conocida por BERTHA P CIER, as known as BERTHA P. PIETRI, as known as,
	PIETRI, también conocida por BERTA PELLICIER RODRI- BERTA PELLICIER RODRIGUEZ, as known as, BERTA PE
The state of the s	GUEZ, también conocida por BERTA PELLICIER, seguro- LLICIER, social security number ' , of
The state of the s	social número <b>propies de edad, casa-</b> legal age, married to each other, propietors and
1.	dos entre sí, propietarios y vecinos de Yauco, neighbors of Yauco, Puerto Rico, whose postal ad
4	Puerto Rico, cuya dirección postal es: Urbanización dress is: H-twenty four (H-24), One (1) Street,
	Luchetti, Calle Uno (1) H-veinticuatro (H-24), Yauc Urbanizacion Luchetti, Yauco, Puerto Rico
	Puerto Rico
. }	DECIMO TERCERO: El importe del préstamo aquí con THIRTEENTH: The proceeds of the loan herein guaran
	signado se usó o será usasoteed was used or will be used
A STATE	
The state of the s	
(14)	
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para fines agricolas y la construcción y/o reparación y/o mejoras de las instalaciones for agricultural purposes and the construction and/or repair or improvement of the physicalfísicas en la sinca(s) descrita(s).---installations on the described farm(s). DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-FOURTEENTH: The borrower will personally occupy and use any structure---tura que haya sido construída, mejorada o comprada con el importe del préstamo constructed, improved or purchased with the proceeds of the loanaqui garantizado y no arrendará o usará para otros fines dicha estructura a menos herein guaranteed and shall not lease or use for other purposes said structure unlessque el Gobierno lo consienta por escrito. La violación de esta clausula como la the Government so consents in writing. Violation of this clause as well as violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el violation of any other agreement or clause herein contained will cause ---vencimiento de la obligación como si todo el término hubiese transcurrido y en the deht to become due as if the whole term had elapsed and the--aptitud el l'obierno de declarar vencido o pagadero el préstamo y proceder a la Government at its option may declare due and payable the loan and proceed to ejerucion de la hipoteca,---the to closure of the mortgage,-----DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción FIFTEENTH: This mortgage expressly extends to all constructiono edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcor huilding existing on the farm(s) hereinbefore described and all improvement,ción o edificación que se construya en dicha finca(s) durante le vigencia del présconstruction or building constructed on said farm(s) while thetamo hipotecario constituido a favori del Gobierno, verificada por los actuales mortgage foan constituted in favor of the Government is in effect, made by the presentdueños deudores o por sus cesionarios o causahabientes.---owners or by their assignees or successors .--DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada SIXTEENTII: The mortgagur by these presents hereby waives jointly and---y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o severally for himself and on behalf of his heirs, assignees, successors orrepresentantes a favor del acreedor (ADministración de Hogares de Agricultores), representatives, in favor of mortgager (Farmers Home Administration) ----cusiquici derecho de Hogar Securo (Homestead) que en el present o en el futuro any Homestead right (Homestead) that presently or in the future pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios be may have in the property described in paragraph eleventh and in the buildings---allí enclavados o que en el futuro fueran construídos; remuncia esta permitida thereon or which in the future may be constructed; this waiver being permitted a fat a de la Administración de Hogares de Agricultores por la Ley Número trece in favor of the Farmers Home Administration by Law Number Thirteen ---(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31 (13) of the twenty-rights of May, nineteen hundred sixty-nine (1969) (31 L.P.R.A. (851)-- ----L.P.R.A 1851). DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual SEVEN 1 - FN111. Mortgagee and mortgagor agree that any



stove, oven, water heater, purchased or financed completely or partially with

quies estufa, horno, calentador comprado o financiado total o pascislmente con

de la propiettà di importata par esta Hapitesa.  of the propert) en unidered by this Nutrigage.  DECLI O OCTAVO. 31 deudor Imporecario se compromete y se obliga a mudaro Eldittaki i the moraggier agres and obligate himself to nove.  y a ocupar la propiedad objeto de ceta escritura deutro de los proximos sesenta and occupi the property objeto di this devid within the following sext:  disa a partir de la fecha de la imspección final, y en caso de direcursaturias impredays from the date of final imperion, and in the event of unifererar for immunators.  vistas fuera del control del deudor lispotecario que le impidiera mudarse, este lo beyond list centrol sichi would imperi bim to de so, he will- motiffera por escrito al Supervisor.  DECIAO NOVENO: Toda mejora, construcción o edificación que se construya.  NINCIESTIM I Mi impovement, construction o uniformation de made vinit des previous—  en dicha finea darante la vigencia antes inencionada debreá ser construída previa o neilo fineity diving the term bresidorfore referred to, moss he made with the previous—  en autorización por escrito ad accredor hispotecario conforme a los reglamentos precionatorias que se primulgaren de accirrdo a las leyes federales y or futuro este the may be primulgaren de accirrdo a las leyes federales y or futuro este the may be primulgaren de accirrdo a las leyes federales y or futuro este the may be primulgaren de accirrdo a las leyes federales y or futuro este the may be primulgaren de accirrdo a las leyes federales y or futuro este the may be primulgaren de accirrdo a las leyes federales y or futuro este the may be primulgaren de accirrdo a las leyes federales y or futuro este the may be primulgaren de accirrdo a las leyes federales y or futuro este the may be primulgaren de accirrdo a las leyes federales y or futuro este the may be primulgaren de accirrdo a las leyes federales y or futuro este the may be primulgaren de accirrdo a las leyes federales y or futuro este the may be primulgaren de accirrdo accirrdo accirrdo accirrdo accirrdo	fondos del préstamo aqui garantizado, se considerará e interpreterá como parte funds of the loan herein guaranteed, will be considered and understood to form part	No. of Constitution of the
y a ocupar la propuedad objeta de esta escritura dentro de los proximos sesenta and ocupy the property object of this dred within the following sixty  días a partir de la fecha de la inspección final, y en caso de circunstancias impre days from the date of final inspection, and in the event of inforesere circumstances  vistas fuera del control del deudor hipotecario que le impidiera muidarse, este lo beyond his centrol which would impede him to do so, he will—  notificará por escrito al Supervisor Local.————————————————————————————————————	de la propiedad gravada por esta Hipoteca	La magaga
días a partir de la fecha de la inspección final, y en caso de circunstancias impredays from the date of final inspection, and in the event of unforeseron circumstances— vistas fuera del control del deudor hipotecario que le impidiera mudarse, este lo beyond his centrol whith would impede him to do so, he will— notificará por escrito al Supervisor Local,————————————————————————————————————		· ·
vistas fuera del control del deudor hipotecatio que le impidiera mudarse, este lo beyond his control which would impede him to do so, he will—  notificará por escrito al Supervisor Local—  notificará por escrito al Supervisor Local—  DECIMO NOVENO: Toda mejora, construcción o edificación que se construya NINETEENTH: All improvement, construction or building constructed—  en dicha finca durante la vigencia antes mencionada deberá ser construída previa on said farmís) during the term hereinhefore referred to, must be made with the previous—  autorización por escrito del acreedor hipotecario conforme a los reglamentos precionsent in writing of mortgage in accordance with prever! regulations—  sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y or future ones that may be promulgated pursuant to the referal and—  locale no inconsistentes o incompatibles con las leyes actuales que gobiernan local laws not inconsistent or incompatible with the prevent laws which govern—  estos tipos de préstamos,—  estos tipos de préstamos,—  estos tipos de préstamos,—  estos tipos de préstamos,—  cualquier trédito por enterceses o subsidio que pueda otorgarse a los prestatarios any interest credit or subsidy which may be granted to the horrower(s) by the—  por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código Government pursuant to Forty-Two  de Estados Unidos Sección Mil Cuartrocientos Noventa - a (42 U.S.C. 1490a)—  US.C. Fourteen Ninetya (42 U.S.C. 1490a)  Vigesimo Primero; Que el número de seguro social patro-  por al de la Administración de Hogares Para Agricultores—		NA COLONIA DE LA
notificará por escrito al Supervisor Local		***************************************
DECIMO NOVENO: Toda mejora, construcción o edificación que se construya NINETEENTH: All improvement, construction or building constructed constructed con dicha finea durante la vigencia antes mencionada deberá ser construída previa on said farm(s) during the term bereinbefore referred to, must be made with the previous—autorización por escrito del acreedor hipotecario conforme a los reglamentos preconsent in writing of mortgager in accordance with present regulations—sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y or future ones that may be promulgated pursuant to the referal and—conformation of the conformation of the referal and—conformation of the conformation of the referal and—conformation of the conformation of the con		- Additional Company of the Company
en dicha finca durante la vigencia antes mencionada deberá ser construída previa on said farm(s) during the term bereinbefore referred to, must be made with the previous————————————————————————————————————	notificará por escrito al Supervisor Local.	
autorización por escrito del acreedor hipotecario conforme a los reglamentos preconsent in writing of mortgagee in accordance with present regulations————————————————————————————————————		
sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y or future ones that may be promulgated pursuant to the rederal and————————————————————————————————————		Á
sentes y aquellos futuros que se promulgaren de actuerdo a las leyes federales y or future ones that may be promulgated pursuant to the refersi and————————————————————————————————————		C.
estos tipos de préstamos.  VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de TWENTIETH: This instrument also secures the recapture of cualquier crédito por retereses o subsidio que pueda otorgarse a los prestatarios any interest credit or subsidy which may be granted to the borrower(s) by the government pursuant to Forty-Two  de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)— U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)— USG. Fourteen Ninety-a (42 U.S.C. 1490a)—  Vigesimo Primero; Que el número de seguro social patronal de la Administración de Hogares Para Agricultores—	sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y or future ones that may be promulgated pursuant to the tederal and	
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cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios any interest credit or subsidi which may be granted to the borrower(s) by the por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código Government pursuant to Forty-Two  de Estados Unidos Sección Mil Cuatrocientos Noventa · a (42 U.S.C. 1490a)—— U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)—— Vigesimo Primero; Que el número de seguro social patronal de la Administración de Hogares Para Agricultores——	estos tipos de préstamos.	
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Vigesimo Primero; Que el número de seguro social patro- nal de la Administración de Hogares Para Agricultores	por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código Government pursuant to Forty-Two	
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		gestilities

Forma Fm: 427-1(S) PR (Rev. 10-82) ACCEPTANCE El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez The appearing party (parties) ACCEPT(S) this deed in the manner drawn once ---Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s). So they say and execute before me, the authorizing Notary, the appearing party (parties). sin requerir la presencia de testigos después de renunciar su derecho a ello del que without demanding the presence of witnesses after waiving his (their) right to do so of which le(s) adverti. 1 advised him (them). Después de ser leida esta escritura por el (los) compareciente(s), se ratifica(n) After this deed was read by the appearing party(parties) he (they) ratify its---en su contenido, pone(n) sus iniciales en cada uno de los fólios de esta escritura contents, place(s) his (their) initials on each of the folios of this deed---incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY including the last one, and all sign before me, the authorizing Notary who GIVES-FE de todo el contenido de esta escritura.-----FAITH to everything contained in this deed. --Antes de proceder a firmar el notario autorizante hace constar que ha identificado a los comparecientes mediante los siguientes documentos: a Don Gilberto Pietri----Orengo mediante la Licencia de Conducir de Puerto Rico--676529---; y a Doña Berta Pellicier Rodríguez-mediante la Tarjeta de Identificación Electoral 0887878. --Que la presente escritura consta de diecisiete (17)---Marin B. Prouls FIRMADO: GILBERTO PIETRI ORENGO Y BERTA PELLICIER RO-DRIGUEZ. -----FLRMADO, SELLADO, SIGNADO Y RUBRICADO: CARMEN T.----SALICETI NALDONADO.-----· Programmentes and ple de Abo-71 MT-725 tud--i 1819 5 ---CPT MAGGAINADO





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USDA-FmHA Form FmHA 1940-17			KIND OF LOAN EM		
(Rev. 4-92) PROMISS	SORY NOTE		Type:	☐ Regular ☐ Limited Resource	
4, 1000110	,011,1012		Pursuant to:		
Name	CONTRACTOR OF THE PARTY OF THE		Consolidated Farm	& Rural Development Act	
PIETRI ORENGO GILBER		,	Act of 1978	tural Credit Adjustment	
State	County		ACTION REQUIRING		
PUERTO RICO	PONCE		☐ Initial loan	Rescheduling	
Case No.	Date		☐ Subsequent loan ☐ Consolidated &	Reamortization	
63-16-081262039	SEPTEMBER	4 1997	subsequent loan	<ul><li>Credit sale</li><li>Deferred payments</li></ul>	
Fund Code	Loan No.		☐ Consolidation	Debt write down	
43	1.2		Conservation easement		
FOR VALUE RECEIVED, the u of the United States of America, acting (herein called the "Government"), or its	through the Farmer	s Home Administr	ation, United States D	- · · · · · · · · · · · · · · · · · · ·	
gene and model state in					
ONE HUNDRED ELFTY THO	DUSAND		W	dollars	
(\$ 150,000.00		), plus interes	t on the unpaid princip.	al balance at the RATE of	
THREE AND THREE QUART					
ment date glong many group, ment from 5 to 1500 to the AAS 1992 To 1990 to 1990 to 5 to 1500 to 1500 to 1500 t	an in an every array datas great strip is a person for some force		+4 +4 ≠1 +4 ≈1	)	
of Noncapitalized interest. If this no Government may CHANGE THE RA tration, not more often than quarter rower's last known address. The new Home Administration for the type of leading the Principal and interest shall be painted.	te is for a Limited F TE OF INTEREST, ly, by giving the Bor interest rate shall not oan indicated above.  31 d in	Resource loan (ind in accordance wi rower thirty (30) exceed the highes	icated in the "Kind or th regulations of the f days prior written no it rate established in re	f Loan" box above) the Farmers Home Adminis- tice by mail to the Bor- gulations of the Farmers	
rate of interest, on or before the follow	ving dates:				
s 2,528.00	_on_1/1/98	.;\$_8,414.	98	_on <u>1/1/99</u> :	
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and b	thereatt	er on	ntire debtedness evide	aced bereby if not sooner	
principal and interest are fully paid paid, shall be due and payableas provided below. The consideration payments.	years from years from for this note shall	n the date of this: also support any	note, and except that pagreement modifying	prepayments may be made the foregoing schedule of	

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest actived to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, to be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT, RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	5	970	, 19		, 19
	\$	ψ ₇₀	, 19		, 19
	S	970	, 19		, 19
	\$	970	, 19		, 19
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	S	9/0	, 19		, 19
	5	Ø ₀	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time. Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

#### Case 3:20-cv-01671 Document 1-8 Filed 11/23/20 Page 3 of 3

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived

(SEAL)

SILBERTO PIETRI ORENGO (Borrower)

RERUA PELLICIER RODRIGUEZ

BOX 1778 YAUCO, P. R. 00698

#### RECORD OF ADVANCES

					A second position of the second position of t	CO
	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
	\$ 150,000.00	9/4/97	S		\$	
-	\$		\$		3	
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1	S		\$		\$	
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Forma FmHA 1927-1(S) PR (Rev. 6-93)

NUMERO CINCUENTA Y NUEVE
HIPOTECA VOLUNTARIA VOLUNTARIA VOLUNTARY MORTGAGE
En Yauco, Puerto Rico, a los Cuatro (4) — días del- la Yauco, Puerto Rico, at Four (4) — days of the- mes de Septiembre de mil novecientos noventa y siete. month of September of nineteen hundred and ninety——seven.
SevenANTE MI
IGNACIO PINTADO PINTADO, Colegiado Número Cinco
Nueve Cuatro Seis (5946), Nine Four Six (5946), Abogado y Notario Público de la Isla de Puerto Rico con residencia en Yauco, Attorney and Notary Public for the Island of Puerto Rico, with residence in Yauco,
Puerto Rico
COMPARECEN
Las personas nonibradas en el párrafo DUODECIMO de esta hipoteca denomina- The persona named in paragraph TWELFTH of this morigage———————————————————————————————————
dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinafter called the "mortgagor" and whose personal circumstances
aparecen de dicho párra(o. sppear from said paragraph.
Doy to del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as nell as to their—de su edad, estado civil, profesión y vecindad.  de su edad, estado civil, profesión y vecindad.  statementa which I believe to be true of their age, civil status, profesión and enidence.  Aseguran hallarse en el pleno goco de sus derechos diviles, la libre administración They assure me that they are in full enjoyment of their civil aights, and the free administración of their civil aights, and the free administración of their civil aights, and the free administración of their civil aights.
de su edad, estado civil, profesión y vecindad.  statementa which I believe to be true of their age, rivil status, profesiop and ensidence.
Aseguran hallarse en el pieno goce de sus derechos diviles, la libre admonistración. They assure me that they are in sull enjoyment of their civil algebra, and the free administration
de sus bienes y teniendo a mi juicio la capacidad legal necesaria paraleste otorea- of their property, and they have, in my judgment, the necessary legal capacity to grant this -
miento. voluntary mortgage.
EXPONEN————WITNESSETH:————————————————————————————————————
PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the morigagor is the owner of the farm or farms described in-
parrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same
denominada de aqui en adelante "los bienes".
SEGUNDO: Que los bienes aqui hipotecados están afectos a los gravámenes que SEGOND: That the property mortgaged herem is subject in the liens
se especifican en el parrafo UNDECIMO.
TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States———————————————————————————————————
América, actuando por conducto de la Administración de Hogares de Agriculto- of America, acting through the Farmers Home Administration,————————————————————————————————————
res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hercinafter called the "mortgagee" in connection with



un préstamo o prestamos evidenciado por uno o más pagarês o convenio de sub-a loan or loans evidenced by one or more promissory notr(s) or assumption agreement(t) rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por hereinafter called "the note" whether one or more, it is required by el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional montaly payments of one-twelfth of the las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assessmenta, insurance premiuma and other charges. hayan estimado sobre la propiedad hipotecada..... catimated against the property .--CUARTO: Se sobreentiende que:----FOURTH: It is understood that: (Uno) El pagaré evidencia un prestamo o préstamos al deudor hipotecario por la (One) The note evidences a lozn or loans to the murigagor in the ---suma de principal especificada en el mismo, concedido con el proposito y la intenprincipal amount specified therein made with the purpose and intention ción de que el acreedor hipotecarío puede ceder el pagaré en cualquier tiempo y that the mortgager, at any time, may assign the note and asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno power the payment thereof pursuant to the Act of Nincteen Hundred and Sonty One Consolidanda la Administración de Hogares de Agricultores o el titulo Quinto de Consolidanda la Administración de Hogares de Agricultores o el titulo Quinto de Consolidado de River de Hogares de mil novecientos cuarenta y nueve segun han sido enmendados the Houses Act of Nuevecon Hundred and Forty Nine. 22 amended it [ .....] PONCE (Renjeguando el pago del pagaré es garantizado por el acrecdor hipotecario, puede (Two) weren payment of the note is guaranteen by the mortgager ser cedido de tiempo en tiempo y cada tenedar de dicho pagare a su vez será el il may be assigned from time to time and each boilers of the insured note in turn. prestamista asegurado. (Ties) Cuando el pago del pagaré es asegurado por el acreedor hipotecario el acree (Thies) When payment of the note is insured by the morigages, the dot hipotecario otorgarà y entregarà al prestamista aseguiado consuntamente con nintigages will execute and deliver to the insured tenter along el pagare un endoso de seguro garantizando totalmente el pago de principal e inwith the note an insurance endorsement insuring the payment of the note fully as to principal toreses de dicho pagaré ----and interest ........ (Cuatro) En todo tiempo que el pago del pagare este asegurad, pen el acreedor (Four) At all times when payment of the note is insured by the marigages hipotecario, el acreedor hipotecario, poi convenio con el prestamista aseguiado, the marigagee by agreement with the insued leader determinarán en el endoso de seguro la porcion del pago de intereses del pagare set faith in the insurance endorsement will be entitled to a specified parman of the interest pay que será designada como "cargo anual" mentr on the note, to be designated the "annual charge (Cinco) Una condición del aseguramiento de pago de pagare sera de que el tene (Fixe) A condition of die manuace of payment of the note will be that the holder ... dos cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-will lorgo his rights and remedies against the mortgagos and an

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Forma FmHA 1927-1(S) PR (Rev. 6-93)

quiera otros en relación con dicho préstamo así como también a los beneficios others in connection with said loan, as well as any benefitde essa hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the del acreedor hipotecario endosará el pagare al acreedor hipotecario en caso de mortgagee's request will assign the note to the mortgagee should the mortgagor-----violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any cualquier convenio suplementario por parte del deudor.-----(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) It is the purpose and intent of this mortgage that, among other things, tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event the que el acreedor 'apotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgages abould assign this mortgage without insurance of the note, this mortgage-----mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach tode la deuda evidenciada poi el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debtconstituua una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgagee---contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-against loss under its insurance endorsement by reason of any default plimiento pui parte del deudor hipotecario. by the mortgagor. QUINTO. Que en consideracion al pressamo y (a) en todo tiempo que el pagaré FIFTH: That, in consideracion of said loan and (a) at all times whose time todo. sea conservado por el acreedor hipotecario, o en el caspide que el acreedor hipote is held by the mortgagee, or in the event the mortgagee sea conservado por el acrección imporcento, o in held by the mortgagee, or in the event the mortgagee of in Strag cario ceda la presente hipoteca sin ci seguro de pago del pagare y en galtitia del should assign this mortgage without insurance of the pagment of the note, li guarabese of the importe del pagare segun se especifica en el subfettato (Uno) del Parreto NOVE-amount of the note as specified in subparagraph (one) of paragraph NINTH-NO con sus intereses al tipo estipulado y para asegura de proceso de dicho hereos, with interest at the rate stipulated, and to secure prompt proceso the pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein, --(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-(b) at all times when the note is held by an insured lender, in guaranteetia de las sumas específicadas en el subpárrafo (Dos) del párrafo NOVENO aqui of the amounts specified in subparagraph 97-0 of paragraph NINTH hereof----consignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the morigagor's agreement de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el enherein to indemnify and save harmless the mortgagee against loss under its-

doso de seguro por razón de incumplimiento del deudor hipotecario y (e) en cualinsurance endorsements by resson of any default by the mortgagor, and (e) in any subpárralo (Tres) del parralo NOVENO de este instrumento y para asegurar el subpurgraph (Three) of paragraph NINTH hereof and to accuse the

cumplimiento de todos y cada uno de los convenios y del deudor ligistecario aqui performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained herein or in any supplementary agreement, the mortgagor --- ---

la presente constituye hipoteca voluntaria a facoi del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgages on

los bienes descritos en el párrafo UNDECIMO más adefante, así como sobre los the property described in paragraph ELEVENTH hereof ingether with all rights

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests extements, hereditaments and appartenances thereto belonging,

a los mismos, toda renta, créditos, beneficios de los mismos, y codo producto e The rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, later attached thereto or reasonably necessary to the use thereof

sobre las aguas, los derechos de agua o acciones on los mismos, pertenecientes a all water, water rights and shares in the same persaming to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario the farms and all payments at any time owing to the mortgagur-

pour vurios de la Vonte, arrendamiento, transferencia, enajenación o expropiación o visco o lany adecicia, transfer, conveyance or total oi SECCIONO SECCIONO DE PROPIATION O PARTIAL DE O por planos a cualquier parte de las mismas o a los intereses sobre godu confermación of originar to any pari thereof or interest.

cllas significantendided que este gravamen quedara en toda su fuerra y vigor hasta there in beprengederated that this tien will continue in full force and effect until

que le recontidades aprécificadas en el parrala NOVENO con sus intereses antes y al amonte de facellor in paragraph NINTH hereal with interest before and

despues del veneinniento hasta que los rosanos hayan sido pagados en su totalidad. after majurity until past, have been paid in full

En caso de ejecucion, los bienes responderan del pago del principal los nitereses. In case of foreclosure, the property will be answerable for the pastition of the provoqual interest.

arries y despues de vencimiento, hasta su total solvento, perdida sultida por el ac ec thereon before and after maturity until paid, losses sustained by the

dor Inpotecario como asegurador del pagare, contribuciones, prima de seguro o cualmortgagee as insurer of the note, taxes, mairance premiums and

quier otro desembolso o adelanto por el actredor hipoterario por enenta del deudor other dubursements and advances by the mortgager for the mortgagur's account

hipotecario con sus intereses hasta que sean pagados al acreudar hipotecario, custas, with interest until reposid to the mortgages, rosts expenses and

gastos y honorarios de abogado del acteedo: Impotecatio, toda extension o teno attorney's fees of the mortgager all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre codas y todo otro cargo o suma said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento amounts as specified to paragraph NINTH bereat

SEXTO El deudor hipotecario expresamente convictie lo siguiente SIXTH. That the mortgagot specifically agrees as follows

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento - ualquier deuda (One) To pay promptly when due any indebtedness

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aquí garantizada e indemnizar y conservar libre de pérdida al acroedor hipotecario to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. los under ita insurance of payment of the note by reason of any default by the mortgagor. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, the deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee, hipotecario como agente cobrador del tenedor del mismo. as collection agent for the holder, ---(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisaly cualquier cargo por delincuencia requerido en el presente o en el futuro por los and any deliquency charges, now or herealter required bygeglamentos de la Administración de Hogares de Agrícultores. regulations of the Farmer's Home Administration, (Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-(Three) At all times when the note is held by xo insured lender,----rado, cualquier Eufna adeudada y no pagada bajo los términos del pagaré, menos any amount due andfunpaid under the terms of the note, lessla cantidad o sarga anual, podra ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holder---del pagare bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the maurance endorsement en el párrafo CUARTO anterior por cuenta del deudor hipotecario.----referred to in paragraph FOURTH hereof for the account of the mortgagor, Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is held por el acreedor hipotecano o por el prestamista asegurado, podrá ser acreditada by the mortgagee or by an insured lender, may be credite----por el acceedor hipotecario al pagasé y en su consecuencia constituirá un adelanto by the mortgagee on the note and thereupon shall constitute an advancepor el acreedor hipotecario por cuenta del deudor hipotecario,----by the morigagee for the account of the morigagor. Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-Any advance by the mortgagee as described in this ---párica o devengara interescis a razón del TRES PUNTO SETENTA Y CINCO--subparagraph shall be at interest at the sate of THREE POINT SEVENTY FIVE----per cent 1-3.75 %(a)anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor per annum from the date on which the amount of the advance was due to the date of payment hipotecario lo satisfaga and the second s (Cuatro) Fuere o no el pagaté asegurado por el acreedor hipotecario, cualquier o todo adelanto hecho por el acreedor nipotecario para prima de seguro, repuand all amount advanced by the mortgager for property insurance premiums, repairs, raciones, gravamenes o otra reclamación en protección de los bienes hipotecaliens and other claims, for the protection of the mortgaged property, .......... dos o para contribuciones o unpuestos u otro gasto similar por razón de haber or for taxes or assessments or other similar charges by reason of the



el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advance----hasta que los mismos sean satisfechos por el deudor hipotecario. until repaid to the mortgagee,-----(Cinco) Todo adelanto hecho por el acruedor hipotecario descrito en esta hipo-(Five) All advances made by mortgagee as described in this mortgage, ----------teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipowith interest, shall be immediately due and payable by the mortgagor------tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to marrgager without demand at the ..... designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto place designated in the note and shall be guaranteed hereby. No such advance ----hecho por el acreedor hipotecario no relevará al deudor lupotecario de su obligacion by martgaged shall relieve the mortgagor from breach of his covenant----del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from the ----primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo first available collections received from mortgagor. Otherwise, any payments----otta dandi del deutor inpotenzio aqui garantizada en el orden que el acreedor indebiduata la mortessee secund hereby, in any order mortessee. pago verificado, por al deudor hipótecario podrá ser aplicado al pagare o a cualquier hipotecano determinare determined (Seis) Vsar el intporte del préstamo evidenciado por el pagaré unicamente para (Six) To be dictorn evidenced by the nate solelylos propósitos autotizados por el acreedor hipotecario -for purposes sucharized by mortgager .----(Siere) A pagar a su vencimiento las contribuciones, impuestos especiales grava (Seven) To pay when due all taxes, special assessments, hens-menes y cargas que graven los bienes o los derechos o intereses del deudor hipoand charges and umbering the property or the right or interest of mortgages. tecario bajo los términos de esta hipoteca.----under the terms of this mortgage, ..... (Ocho) Obtener y mantener seguro contra incendio y otros riesgos segun requie-(Eight) To procure and maintain insurance against fire and other hazards as required - - - - - ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bieby mortgagee on all existing buildings and improvements on the pro----nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego.) perty and on any buildings and improvements put their on in the luture. The insurance against ocras riesgos serán en la forma y por las cantidades terminos y condiciones que fire and other hazards will be in the form and amount and on terms and conditions ----aprobare el acreedor hipotecario -- -.. .. .. .. .. .. .. .. .. .. .. .. .. supro co by mortgages . (Nueve) Conservar los bienes en buenas condisiones y prontamente verificar las (Nine) To keep the property in good epodition and promptly make all reparaciones necesarias para la conservacion de los bienes: no conietera in pernecessary repairs for the conservation of the property he will not commit nor mitirà que se cometa ningún deterioro de los bienes ni removera no Jemolera permit to be committed any deterioration of the projectly, he will not remo- not demolish



ningún edificio o mejora en los bienes, in cortará in removerá madera de la finca,

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any building or improvement on the property; nor will be cut or remove wood from the farm ni removerà di permitirà que se tenueva grava, arena, aceite, gas, carbón u otros noi remove noi permit to be removed gravel, sand, oil, gas, coal, or otherminerales sin el consentimiento del acreedor hipotecario y prontamente llevarà minerals without the consent of mortgagee, and will promptly carry out de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time to-(Diez) Si esta hipòteca se otorga para un préstamo a dueño de finca según se iden-(Ten) if this mortgage is given for a loan to a faum owner as identifiedtifica en los reglamentos desla Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagor hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any part of itmenos que el acreedor hipotecario consienta por escrito en otro metodo de operaunless mortgagee agrees in writing to any other method of operation -ción o al arrendamiento. of the section and the section of th (Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require, ...... información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulationsque afecten los bienes o su uso, - ---affecting the property or its use. ---(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times----derecho de inspeccionar y examinar los bienes con el sin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or not --otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-the security given is being lessened or impaired, and if such inspection or examination shalf---minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-disclose, in the judgment of mortgagee, that the security given is being lessened----mada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by the deudor hipotecario de los convenios de esta hipoteca.---mortgages of the covenants of this mortgage, ---(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión (Thirteen) If any other person interferes with or contests the right of possession-----al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, mortgagee of such action, and mortgagee at its option-



podra instituur aquellos procedimentos que lucren necesarios en delensa de sus may institute the necessary proceedings in defense of as-para adelantos, gastos y otros pagos. (Cotorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigonte (Fourteen) If the morigagor at any time while this morigage remains in effect-----dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-mungages is berebs authorized and empowered tes para tomar posession de los bienes, arrendarlos y administrar los bienes y cobrar to 12ke possession of the property, to rent and administra the same and culteeting arrendard sus reitias, beneficios e ingresos de los mismos y aplicatlos en primer término a los the tents, benefits, and meome from the same and apply them lust to the gastos de cobro a administración y en segundo termino al pago de la deuda eviden-costs of collection and administration and secondly to the payment of the debt existenced.

ciada por ottargare a chalquier orda deuda del deudar hipotectario y aqui garantizada, by the infredorary indebtedness to mortgager hereby guaranteed. en el dellen y manera que el acceedar hipotecario determinare.

m whatever forder shid maning mortageemay determine. (Quince) En qualquimentempe que el acreedor imporceario determinare que el deudor (Filtern) y my time that marriage en termines that morgagor hiporecario pirede bilicar un prestamo de una asociación de crédito para producmay be able to obtain a loan from a credit association for production ...... ción, de un Banco Federal a otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative in private, at a----tipo de interés y términos razonables para préstamos por tiempo y propósitos rate of interest and reasonable periods of time and purposes. similares, el deudot hipotecario, a requerimiento del acceedor hipotecario, solicitarà mortgagor, at mortgagec'i request will apply for and acceptamento. y acceptará dicho préstamo en cantidad sufficiente para pagai por las acciones necestad foan in sufficient amount to pay the note and any other indepteduess accured hereby and to (Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas (Sixteen) Should default occur in the performance or discharge of any obligation webred-----deudor hipotecarro faltare en el pago de cualquier cantidad o violare o no cumpliere mortgagor, default in the payment of any amounts or violate or fad to cumply con cualquier cláusula, condición, estipulación o convento o acuerdo a por contenido with any clause, condition, stipulation, covenant, or agreement rontained herem o en cualquier convenio suplementario, o falleciere o se declarare o lucia declarado or in any supplementary agreement, or die or be declared an --incompetente, en quiebra, insolvente o luciere una cestim en heneficia de sus ucres incompetent, o bankrupt, or un insolvent, or make an assignment for the benefit of

gación aqui contenda o en el pagare o en cualquier convenio suplementatio (Dos)
The state of the s
thou is many the performance of any corenant of chalquies converse obligation and page (2001) which they have the performance to any corenant of ubligation
gravatives el actredor hipoterano es por la presente autorizado y con poder en
15b behinding all o canaid sol undos obeauque manuscia la matala que e shestimate et principa par principa necessitationes estados manas de principal de control de c
sublidad de cualquier persona para el pago del pagare o cualquier orra deuda aqui
obligation est aqui contenidos o similares u ottos conventos, y sin afectar la respon-
tacer cumplir en una fecha subsigniente a les mismos los convenios, acuerdos u colorce performance at a subsequent date of the same, similar or other covenant, agreement
Piecechoch accept and some services of the more for the model of the more property of the mor
antionery's lees.
chyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-
de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-
todos los gastos necesatios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreementa-
(Seventeen) Mortgagor wall pay, or reimburse mortgagee
de solicitat la protección de la ley.
y de esta hipplicea o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and fini mortgage, or for compliance with any of the provisions of this mortgage; and (Three)
seguio y cualgluer otro pago o gasto para la protección y conservación de los bienes
special in this morteger, including laxes, same ments, insurinces in this morteger, including laxes, same de
bienes y cualquier gasto u obligación que el deudor hipotecario no pago aegún ac property and any expenses and obligacións tan actual de
to of observed to species randrables para el separación o mantenimiento de los incurrar y pagas los expenses for the repair and mainement of the repenses for the repair of the repenses for the repenses for the repair of the repenses for the repense for the repenses for the repense for the repenses for the repense fo
proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) do loreclore this montgage in accontance with law and the provisions hereof; (Two)
al actecdor hipotecano aqui garantizada, inmediatamente vencida y pagadera y
declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declara all amounts unpaid under the note, and any indebteductactum unnum su acclara all amounts un pagas de la contra del contra de la contra del la contra del la contra del la contra de la contra del la contra de la contra de la contra del la contra de la con
urevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a interocably suthorized and empowered, at its option, and without notice: (Oec) to
sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgages in
vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,
dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren.cedidos, et chidos, et chidos et chid

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negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor any indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extensión of the time for payment of the note (with the consentimiento del tenedor de dicho pagare cuando este en manos de un prestaconsect of the holder of the note when it is held by .... rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-hereby secured; or (three) execute and deliver partial releases of any----quier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o part of said property from the lien hereby created or grant deferment or -postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre postponement of this mortgage to any other lies over dichas bienes exist property. (Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nineteen) All right, title and interest in or to this mortgage, -incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones including but not limited to the power to grant consents, partial releases, -parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and mitidantica, shall be verted solely and exclusively inacreedor hipotografio - minguit prestamista asegurado tendra derecho, titulo o in-mortgagee, and no insured lender abalilhade any right, title or interest teres algunaten o sabre el gravamen y los beneficios aquí contenidos. (Veinte) II incumplimiento de esta hipoteca constituirà incumplimiento de cuales-(Twenty) Default hereunderstall constitute desault under 204 quiera otra hipoteca, prestanto fraccionario, o hipoteca de bienes muebles poseida other real entate or crop of chattermortgage held. o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-or maured by mortgagec and executed or assumed by mortgagor tecario; y el incumphimiento de cualesquiera de dichos instrumentos de garantía and default under any such other eccurity instrument shall constituira incumplimiento de esta hipoteca...... constitute default bereunder. (Veintiuno) Todo aviso que haya de darse bajo los terminos de esta hipotesa sera (Twenty-Oue) All notices to be given under thu mortgage shall----remitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified man unless otherwise required by law,--será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, and shall he addressed until some other address is designated in a notice to given. en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, in the case of mortgagee to Farmers Home Administration, Departamento de Agricultura de Estados Unidos, San Juan, Piierto Rico, y en el United States Department of Agriculture, San Juan, Puerto Rico, and in the caso del deudor hipotecario, a él a la dirección postal de su residencia segun se case of mortgagor to him at the post office address of his residence as statedespecifica más adelante. (Veintidos) El deudor hipotecario por la presente cede al acreeilos hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagee -



por daños causados a los bienes. El acreedor hipotecario aplicará el importe así for damages caused to the property. The mortgagee will apply the amount so-

received to the payment of costs incurred in its collection and the balance to the payment----

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta of the note and any indebtedness to the mortgagee secured by this

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmenof foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma mortgagot does hereby appraise the mortgaged property in the amount

OCTAVO: El deudorabipotecario por la presente renuncia al trámite de requeri-EIGHTH: Morigagor hefely frances the requirement of law and agrees to be-

miento y se considerada en mora sin necesidad de notificación alguna por parte considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipótecario. Esta hipoteca está sujeta a los reglamentos de la Adment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

no inconsistentes con los términos de esta hipoteca, así como también sujeta a not inconsistent with the provisions of this morigage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor this mortgage is held by mortgagec, or in the event mortgagee-

hipotecario cediere esta hipoteca sin asegurar el pagare:

Tree punto Setenta y Cinco---porciento (-3.75--0/0) anual; Three point Seventy Five----per cent (-3.75--0/0) per sanom;



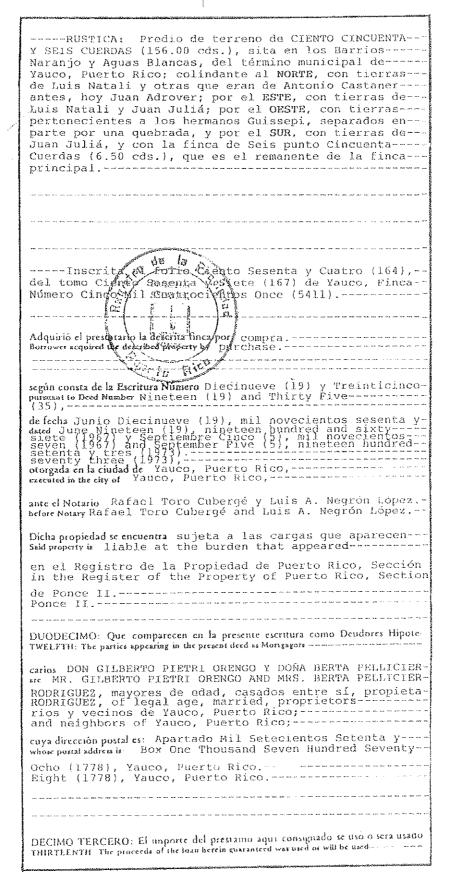
\$2000000000000000000000000000000000000
Dos. En todo tiempo cuando el pagaré es poseido por un prestamista paegurado. Two. At all times when said note is held by an insured lender
(A) CIENTO CINCUENTA MIL
para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado fui indemnifs ing the mortgagee for advances to the unured tendes———————————————————————————————————
por motivo del incumplimiento del deudor hipotecario de pagar los plazos segun
se específica en el pagaré, con intereses según se específica en el párrafo SEXTO, specífica in the note, with interest as stated in paragraph SIXTH,
Tercero;
(B) DOSCIENTOS VEINTICINCO MIL
pard indemnitaer al acreedor hipotecario además contra cualquier pérdida que pueda for indemnifying the mortgagee further against any loss it might
sufer bajo su seguro de pago del pagaré
Tres. En cualquier caso premeodo tiempo:  Three In any every and a alphogostato ever
(A) SESEMIN MILICURARES: (A) SIXTE TROUGENE ARE
(A) SESEMTY MIduc DOMARES  (A) SIXTY THOUSAND, DOLLARS  (S 60,000 to - ) paya interest después de mora  (S 60,000 to - ) for delaylt inferest:
(B) TREINTA MILPOWEARDS (B) THIRT THOUSAND TOOLARS
(\$30,000.00) para contribuciones, seguto y otros adelantos para la con-
servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo and protection of this mortgage, with interest at the rate stated in paragraph
SEXTO, Fercero;
(C) QUINCE MIL DOLARES
(\$ 15,000.00) para costas gastos, honorarios d. ahogado en caso (\$ 15,000.00) for costs, expenses and stories is fees in case
of operation:
(b) QUINCE MIL DOLARES
(\$ 15,000.00) para costas y gustos que menseiere el acreedo hipoteca- (\$ 15,000.00) for costa and expendence on arred by the morigisere in
rio en procedimientos para defender sus intervies contra cualquier persona que inter- proceedings to defend its interests sgainst any other person interfering with -
venga o impugne el derecho de posessión del deudor hiporecario o los bienes según or contesting the right of possession of mongagot to the property assession.
se consigna en el parrafo SEXTO, Trece



Forma FmHA 190.-1(8) PR (Rev. 6-93)

DECIMO: Que el (los) pagaré(s) a que se hace referencia en el pársaso TERCERO TENTH: That the note(s) referred to in paragraph THIRD de esta hipoteca es (son) descrito(s) como sigue: "Pagaré otorgado en el caso número Seis Tres guión Uno Seis guión"Promissory note executed in case number Six Three dash One Six dash----Cero Ocho Uno Dos Seis Dos Cero Tres Nueve-----Zero Eight One Two Six Two Zero Three Nine----(63-16-081262039), ----- fechado el día-----(63-16-081262039), ----- dated the == Cuatro (4)----de Septiembre -----de mil novecientos-----Four (4)-----day of September -----nineteen hundred and -----noventa y siete (1997), por la suma de CIENTO CINCUENTA----ninety seven (1997), --- in the amount of ONE HUNDRED FIFTY---MIL (\$150,000.00) ----- dotares de principal mas THOUSAND DOLLARS (\$150,000.00) ------ of principal plus ----MIL (\$150,000.00) ----intereses sobie-el-balance del principal adeudado a razón del Tres punto----interest over the unpaid balance at the rate of Three point------Setenta y Cinco -----(-3.75%---) por ciento annul. Seventy Five -----(-3.75%---) percent per annum. hasta tanto su principal sea io almente satisfecho según los rétininos, plazos, condi-unil the principal y totally paid according to the terms, installments, ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos conditions and stipulacion etintamed in the promissory note and as agreed. entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aqui between the borrower and the Government, except that the final installment of the representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero entire debt herein evidenced, if not sooner paid, will be due --years from the date of this promissory note -Dicho pagare ha sido otorgado como evidencia de un préstanto concedido por el Said promissary note is given as evidence of a loan made by the Gobierno al Prestatario de conformidad cun la Ley del Cungreso de los Estados Government to the borrower pursuant to the law of the Congress of the United Unidos de América denominada "Consolidated Farm and Rural Development Act States of America known as "Consolidated Farm and flural Development Act de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Home Administration and to its future regulations not inconsistent with the Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE. -----express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH UNDECIMO. Que la propiedad objeto de la presente escritura y aibre la que se ELEVENTH. That the properly object of this deed and over which constituye Hipoteca Voluntaria, se describe como sigue voluntary martgage is constituted, is described as follows:





Forma FmHA 1927-1(S) PR (Rev. 6-93)

para sines agricolas y la construcción y/o reparación y/o mejoras de las instalaciones for agricultural purposes and the construction and/or repair or improvement of the physicalfísicas en la finca(s) descrita(s). installations on the described (arm(s), -----DECIMO CUARTO: El prestatario ocupará personalmente y usarà cualquier estruc-FOURTEENTH: The horrower will personally occupy and use any structure ---tura que haya sido construída, mejorada o comprada con el importe del préstamo constructed, improved or purchased with the proceeds of the loan---aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos herein guaranteed and shall not lease or use for other purposes said structure unless---que el Gobierno lo consienta por escrito. La violación de esta clausula como la the Government so consents in writing. Violation of this clause as well as----violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el violation of any other agreement or clause herein contained will cause ---vencimiento de la obligación como si todo el término hubiese transcurrido y en the debt to become due as if the whole term had elapsed and the aptitud el Sobierno de declarar vencido o pagadero el préstamo y proceder a la the to closure of the mortgage -----DECIMO QUINTO. Esta hipoteca se extiende expresamente actoda construcción FIFTEENTH: This mortgage expressly extends to all construction ---o edificación existente en la(s) finca(s) antes descrita(s) y a toda/mejora, construcor building existing on the farm(s) hereinbefore described and all improvement, ----ción o edificación que se construya en dicha finca(s) durante le vigencia del présconstruction or building constructed on said (arm(s) while the tamo hipotecario constituido a favor del Gobierno, verificada por los actuales mortgage foan constituted in favor of the Government is in effect, made by the present----dueños deudores o por sus cesionarios o causahabientes. owners or by their anignees or successors, -----DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada SIXTEENTH: The mortgagor by these presents hereby waives jointly and---y solidariamente por si y a nombre de sus herederos causahabientes, sucesores o severally for himself and on behalf of his hers, assignees, successors or -----representantes a favor del acreedor (ADministración de Hogares de Agricultores), representatives, in favor of mongeover (Farmers Home Administration) --enalquier derecho de Hogar Securo (Homes ead) que un el present o en el futuro any Homestrail right (Hamestead) that presently is in the future and a second control of the first second control pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios he may have in the property described in paragraph eleventh and in the buildings -----alli enclavados o que un el futuro fueran construidos; renuncia esta purmitida therean or which in the luture may be constructed; this waiver being permittees ---a say 11 de la Administración de Hogares de Agricultores por la Ley Número trece in favor of the Farmers Home Administration by Law Number Thirteen-----(13) de veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31 (13) at the twenty-rights of May, nineteen hundred sixty-nine (1969) (31------DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual quier estufa, horno, calentador comprado o financiado total o parciolmente con stove, oven, water heater, purchased or linanced completely or partially with-----



fondos del préstamo aqui garantizado, se considerara e interpretera como parre lends of the loan herem giuranteed, sidl be considered and understand to form part
de-la propiedad gravada por esta Hipoteca
DECITIO OCTAVO: El deudor hipotecario se compreniete y se obliga a mudarse EIGHTEENTH. The mortgagor agrees and obligates himself to move—
y a ocupar la propiedad objeto de essa escritura deutro de los próximos sesenta and occupy the property object of this deed within the following sosts to the contraction of the contrac
dias a partir de la fecha de la inspeccion final, y en caso de circunstancias improdays from the date of final inspection, and in the event of unforescen circumstances
vistas suera del control del deudor hipotecario que le impolició mudarve viste lo beyond his control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which would impede him to do so, he will in the control which we will be a second with the control which we will be a second with the control will be a second with the control will be a second wil
notificars por escrito al Supervisor Local
DECIMO NOVENO. Toda mejora, construccion o edificación que se construya NINLIFENTII: All improvement, construction ut building constructed
en dicha finca durante la vigencia antes meneronada deberá ser construída previa- on said farm(s) during the term hereinbefore referred to must be made with the previous
autorización por escrito del acreedor hipotecarso conforme a los reglamentos pre- consent in writing of mortgagee in accordance with present regularious-
sentes y aquellos futuros que se promulgaren de reserdo a las leyes federales y or luture ones that may be promulgated pursuant to the referal and the second and the second second and the second sec
locales no inconsistentes o incompatibles con las leves actuales que gobiernan local laws not inconsistent or incompatible with the present laws which govern
estox tipos de préstamos,
VIGESIMO: Este instrumento garantiza asimismo el recate o recuperación de TWENTIETH: This instrument also occures the recepture of
cualquier crédito por rucioscero, subsidio que pued, storgarse i los prestacacios any interest credit or subsidio philotheasy se manted to the borrower's) by the
por el Gobierno de actierdo con las distresse iones del Titul. Custen idas del Código Government, pursuali in Farty Twon.
de Estados Unidos 25 ección Mil Custrocientos Noventa o (42 U.5 C 1490a) — U.5 C Fourteen Nibrity a (42 U.S.C) 1480a) —
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El Número de Seguro Social de Don Gilberto The Social Security Number is Mr. Gilberto
Pietri Orango es: Cero Ocho Uno guión Dos Seis Pietri Orango is: Zero Eight One dásh Two Six
guión Dos Cero Tres Nueve (081-26-2039),dash Two Zero Three Nine (081-26-2039);
el Número de Seguro Social de Doña Berta Pellicier- the Social Security Number of Mrs. Berta Pellicier-
Rodríguez es: Uno Cero Ocho guión Dos Seis guión Rodríguez is: One Zero Eight dash Two Six dash
Uno Cuatro Uno Uno (108-26-1411) y One Four One One (108-26-1411) and
el Número de Seguro Social Patronal Federalthe Social Security Patronal Federal Number
de la Parm Service Agency, Oficina de Ponce es: of the Farm Service Agency, County of Ponce is:
Ocho Cero Seis guión Uno Cero Seis guión Cuatro Eight Zero Six dash One Zero Six dash Four
Nueve Cero Seis (806-106-4906) Nine Zero Six (806-106-4906)
YO, EL NOTARIO AUTORIZANTE, hago constar que
he identificado al compareciente en estathe appear party in this
escritura, mediante el siguiente documento dedeed, with the following identity
identidad: Don Gilberto Pietri Orengo, mediante la document: Mr. Gilberto Pietri Orengo, with the
Licencia de Conducir Número Seis Siete Seis Cinco Driver License Number Six Seven Six Five
Dos Nueve (676529);
y Doña Berta Pellicier Rodríguez, mediante laand Mrs. Berta Pellicier Rodríguez, with the
Tarjeta Electoral Número Cero Ocho Ocho Siete Ocho- Electoral Card Number Zero Eight Eight Seven Eight-
Siete Ocho (0887878)
M 10 10 10 10 10 10 10 10 10 10 10 10 10
10 10 10 10 10 10 10 10 10 10 10 10 10 1



(Rev. 0-93)

Forma FmHA 1927-1(5) PR ACEPTACION-El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez The appearing party (parties) ACCEPT(S) this deed in the manner deawn once Axí lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s) So they say and execute before me, the authorizing Notary, the appearing party (parties)---sin requerir la presencia de testigos después de renunciar su derecho a ello del que without demanding the presence of witnesses after waiving his (their) right to do so of which I advised him (them).----Después de ser leida esta escritura por el (los) compareciente(s), se ratifica(n) After this deed was read by the appearing party(parties) he (they) ratify its----en su contenido, pone(n) sus iniciales en cada uno de los fólios de esta escritura contents, place(s) his (their) initials on each of the folios of this deed ---incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY including the last one, and all sign before me, the authorizing Notary who CIVES----FE de todo el contenido de esta escritura, -----FAITH to everything contained in this deed .---FIRMADO: GILBERTO FROTE - GRENGO V BERTA PRILICIER---RODRIGUEZ . ----Firmado, Signadoy Sellado y Mubricado: IGNACIO----PINTADO PINTADO. Exenta del pago de dos derechos de Rentas Internas.-Tieno adherido y dencelado el correspondiente Sello--del Impuesto Notaria del Colegio de Abogados de---Puerto Rico.----CERTIFICO que es copia fiel y---exacta de su original obrante en-mi Protocolo de Instrumentos----Públicos del corriente año al queme remito. Y a petición de-----Don Gilberto Pietri Orengo y-----Doña Berta Pellicier Rodríguez,--expido una copia de la presente--escritura, la cual consta de-----Diecisiete (17) folios, dejando--anotada dicha expedición en el día de hoy, Cuatro (4) de Septiembre-de mil novecientos noventa ysiete.

Societo boja brefina # 5411 dayunes ol:

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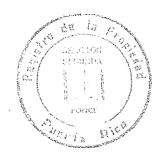
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State	County	1	N REQUIRING	
PUERTO RICO	PONCE	l —	ial loan	Rescheduling
Case No.	Date	•	sequent loan rsolidated &	Reamortization
63-016-081-26-2039	JULY 21, 19	98 Sub	sequent loan	☐ Credit sale ☐ Deferred paymen
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enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

**DEFAULT:** Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

ILBERTO PIETRI ORENGO

(Borrower)

BERTA PELLIČIER RODRIGUEZ

(Co-Borrower)

P.O. BOX 1778

YAUCO, P.R. 00698

# RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$100,000.00	07-21-98	S		5	
S		S		S	
\$		S		5	
S		s		5	
			TOTAL	\$100,000.00	

For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, to be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	7/0	, 19		. 19
	S	70	, 19		, 19
	\$	970	, 19		, 19
	\$	978	, 19		, 19
	S	970	, 19		, 19
	\$	970	, 19		. 19
	S	970	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

, Forma FmHA 1927-1(S) PR -----NUMERO SESENTA Y CINCO ----------HIPOTECA VOLUNTARIA------Abogado y Notario Público de la Isla de Puerto Rico con residencia en Yauco, ----Attorney and Notary Public for the Island of Puerto Rico, with residence in Yauco, -----Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-The persona named in paragraph TWELFTH of this mortgage dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales bereinales ententes de mortgagor" and whose personal elecunstances Doy fe del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their-Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in full enjoyment of their civil rights, and the free administration de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-of steh property, and they have, in my judgment, the necessary legal capacity to grant this---EXPONEN -----PRIMERO: El deudor hipotecario es duetto de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farma described inparrafo UNDECIMO así como de todos los derechos e intereses en las mismus, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same ----SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravamenes que SECOND: That the property mortgaged herein is subject to the liens se especifican en el párrafo UNDECIMO. TERCERO: Que el deudor hipotecario viene colligado pera con Estades Unidos de THIRD: That the mortgagor has become obligated to the United States------res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hereinafter called the "mortgagee" in connection with------



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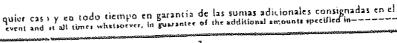
2	convenie sub-
un préstamo o prestamos evidencia a luan or bana evidenced by one or more	do por uno o más pagares a consensante.
rogación, denominado en adelante	el "pagaré" sean uno o mas. Se tequire or more, it is required by
el Gobierno que se hagan pagos :	edicionales mensuales de tha board
las contribuciones, avaluos (impue	stos), primas de seguros y otros cargos que
hayan estimado sobre la propi	edad hipotecada.
CUARTO: Se sobreentiende q	uc:
(Uno) El pagaré evidencia un pré (One) The note evidences a losa or l	stamo o préstamos al deudor hipotecarlo por la oans to the morigagos in the
suma de principal especificada en	el mismo, concedido con el proposito y 12 dice-
ción de que el acreedor hipoteca	ario puede ceder el pagare en cualquet trampo ;
asegurar su pago de conformida	d can'el Acta de mil novecientos resenta y on the Act of Nineteen Hundred and Sixty-One
consolidando la Administración	de Hogares de Agricultores a el Titura Contro de Iministration or Tide Five of
<b>1</b>	ientos cuarenta y nueve, según han sido enmenda- red and Forty-Nine, as smended.
das	
	é es garantizado por el acreedor hipotecario, puede s guaranteed by the morigagee
ser cedido de tiempo en tiemp It may be assigned from time to ti	o y cada tenedor de dicho pagaré a su vez será el me and each holder of the Insured note, in turn,
prestamista asegurado.	
(Tres) Cuando el pago del pagi (Three) When payment of the note	aré es asegurado por el acreedor hipotecario, el acree-
dor hipotecario otorgară y en mortgagec will execute and delive	tregará al prestamista asegurado conjuntamente con reto the insured lender along
el pagaré un endoso de segur with the note an insurance endors	o garantizando totalmente et pago de principal cement bisuring the payment of the note fully as to principal
tereses de dicho pagaré.	
(Cuatro) En todo tiempo que (Four) At all times when paymi	ue el pago del pagaré esté asegurado por el acreedor ent of the note le insured by the mortgages.
	otecario, por convenio con el prestamista asegurado,
	de seguro la porción del pago de intereses del pagaré ment will be entitled to a specified portion of the interest pay.
que será designada como ments on the note, to be des	gnated the "zanual charge".
(Cinco) Una condición del	aseguramiento de pago dei pagare sera de que
<b>\</b>	hos y remedios contra el deudor hipotecario y cuales- dies egalnet the mortgagor and any

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como también a los beneficios quiera otros en relación con dicho préstamo others in connection with mid toun, as well as any benefitde esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in fleu thereof, and upon the del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de mortgager's request will assign the note to the mortgager should the mortgagor violación de cualquier convento o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any cualquier convenio suplementario por parte dei deudor,----supplementary agreement. (Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) it is the purpose and intent of this mortgage that, among other things. tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event the que el acreedor "apotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgager should assign this mortgage without insurance of the note, this mortgagegarantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-shall secure payment of the note; but when the note is held by an insuredmista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach tode la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debtconstituirá una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to accure the mortgagee contra cualquier pérdida bajo el enduso de seguro por causa de cualquier incum-against loss under ils insurance endorsement by reason of any defaultplimiento por parte del deudor hipotecario. QUINTO: Que en consideración al prestamo y (a) en todo tiempo que el pagaré FIFTH: That, in consideración of said loan and (a) at all times when the note sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-is held by the mortgagee, or in the event the mortgagee cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign thu mortgage without insurance of the payment of the note, in guarantee of the importe del pagaré segun se especifica en el subparrafo (Uno) del Parrafo NOVE. amount of the note at specified in subparagraph (one) of paragraph NINTH-NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein,-(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan(b) at all times when the note is held by an insured lender, la guarantee tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí of the amounts specified in subparagraph 9Two of paragraph NINTH hereof consignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the mortgagor's agreement de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-herein to indemnify and save hamless the mortgagee against loss under itsdoso de seguro por razón de incumplimiento del deudor hipotecario y (e) en cual-



insurance endorsements by reason of any default by the mortgagor, and (cl in any

subparrafo (Tres) del párialo JVENO de este instrumento y para subparagraph (Three) of paragraph Nanth hereof, and to accure the -gurar cl contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained bereis or is any supplementary agreement, the mortgagor la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in lavor of the mortgagec on los bienes descritos en el párrafo UNDECIMO más adelante, así corso sobre los the property described in paragraph ELEVENTH hereof, together with all rights, derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests easements, hereditaments and appurtenances thereta belonging. 3 los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e the renta, insues and profits thereof and revenues and ingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now orel futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, later attached thereto or reasonably necessary to the use thereof,sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a all water, water rights and shares in the same pertaining to las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecatio the farms and all payments at any time owing to the mortgague por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of any sale, lease, transfer, conveyance or total or total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre partial condemnation of or injury to sury part thereof or interest ellas, siendo entendido que este gravâmen quedará en toda su fuerza y vigor hasta therein, it being understood that this lien will continue in full force and effect untilque las cantidades especificadas en el párrafo NOVENO con sus intereses antes y all amounts sa specifica in paragraph NINTH hereof, with interest before and después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. En caso de ejecución, los bienes responderán del pago del principal, los intereses in ease of foreclosure, the property will be answerable for the payment of the principal, interest antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el ac ee thereon before and after maturity until paid, losses sustained by the--dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual mortgages as insurer of the note, taxes, insurance premiums, and quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other dishersements and advances by the mortgagee for the mortgager's account hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, enstas, with interest until repaid to the morigages, costs, expenses and Bastos y honorarios de abogado del acreedor hipotecario, toda extrusión o reno-attorney e fece of the mortgages all extensions and renewals of any of vaction de dichas obligaciones con intereses sobre todas y todo otro cargo o suma said obligations, with interest on all and all other charges and additional... adicional específicada en el párralo NOVENO de este documento. SEXTO: El deudor hipotecario expresamente conviene lo siguiente:----SEXTH: That the mertgager specifically agrees as follows: (Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda (One) To pay promptly when due any indebtedness





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aqui b antizada e indemnizar y conservar libi e pérdida al acreedor hipotecario to the mortgagee hereby occured and to indemnify and save harmless the mortgagee against any bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, the deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor morigagor shall continue to make payments on the note to the mortgagee,--hipotecario como agente cobrador del tenedor del mismo.---as collection agent for the holder,----(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any Initial fees for impection and appraisal y cualquier cargo por delincuencia requerido en el presente o en el futuro por los : and any deliquency charges, now or hereafter required by reglamentos de la Administración de Hogares de Agricultores .---regulations of the Farmer's Home Administration .----rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos any amount due and unpaid under the terms of the note, lessla cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgages to the holder---del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsementen el parrafo CUARTO anterior por cuenta del deudor hipotecario. ----referred to in paragraph FOURTH hereof for the account of the mortgagor. Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is held----por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada by the mortgager or by an insured lender, may be credite ---por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto by the mortgager on the note and thereupon shall constitute an advance---por el acreedor hipotecario por cuenta del deuder hipotecario. Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-Any advance by the mortgagee as described in this ----párrafo devengará intereses a razón del CINCO (RECURSOS LIMITADOS)--- subparagraph shall best interest at the rate of FIVE (LIMITED RESOURCE)-----anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor per annum from the date on which the amount of the advance was due to the date of payment hipotecario lo satisfaga. (Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier (Four) Whether or not the note is insured by the mustgager, any - . .... o codo adelanto hecho por el acteudor nipotecario para primo de seguro, repsand all amount advanced by the mortgager for property insurance premiums, repairs, ..... raciones, gravamenes u otra reclamación en protección de los bienes hipotecaliens and other classes, for the protection of the mortgaged property .---dos o para contribuciones o impuestos u otro gasto similar por razón de haber or for takes or assemments or other similar charges by reason of the-----



el deudor hipotecario dejado de paga por los mismos, devengará intereses a mortgagor's fasure to pay the same, shall beer interest at the rate--del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adclantos stated in the next preceding subparagraph from the date of the advancehasta que los mismos sean satisfechos por el deudor hipotecario.---until repuld to the mortgages .----(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-(Five) All advances made by mostgagee at described in this mostgage, teca con sus intereses vencerà inmediatamente y serà pagadero por el deudor hipowith interest, shall be immediately due and payable by the mortgagortecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgagee without demand at the--designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto place designated in the note and shall be guaranteed hereby. No such advance hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación by mortgagee thall relieve the mortgagor from breach of his covenant del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from the primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo first available collections received from mortgagor. Otherwise, any payments pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or any otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness to mortgages occured hereby, in any order mortgages hipotecario determinare. (Seis) Usar el importe del préstamo evidenciado por el pagaré unicamente para (Six) To use the loan evidenced by the note solely----los propósitos autorizados por el acreedor hipotecario. for purposes authorized by mortgages .--(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-(Seven) To pay when due all taxes, special samessments, liensmenes y cargas que graven los bienes o los derechos o intereses del deudor hipoand charges encumbering the property or the right or interest of mortgagee tecario bajo los términos de esta hipoteca. under the terms of this morigage. (Ocho) Obtener y mantener seguro contra incendio y otros riesgos segin requie-(Eight) To procuse and maintain tesurance against fire and other hazards as required ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bieby mortgagee on all existing buildings and improvements on the prones o cualquier otra mejora introducida en el futuro. El seguro contra fuego y perty and on any buildings and improvements put there on in the future. The insurance against ocros riesgos serán en la forma y por las cantidades, términos y condiciones que the and other husards will be to the form and amount and on terms and conditionsaprobase el acreedor hipotecario,----approved by mortgager .----(Nueve) Conservar los bienes en buenes condiciones y prontamente verificar las (Nine) To keep the property in good epacition and promptly make all. reparaciones necesarias para la conscrvación de los bienes; no cometerá ni pernecessary repairs for the conservation of the property; he will not commit nor mitiră que se cometa ningun deterioro de los bienes; ni removeră ni demoleră permit to be committed any deterioration of the property; he will not remove nor demolish





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ningut, dificio o mejora en los bienes, ni cori ni removera madera de la finca, building or improvement on the property; nor will ne cut or remove wood from the farm ni removerà su permittia que se remueva grava, arena, aceite, gas, carbón o otros nor remove nor permit to be removed gravel, sand, ou, gas, coal, or others. minerales sin el consentimiento del acreedor hipotecario y prontamente llevarà minerals without the content of mortgagee, and will promptly early out a efecto las reparaciones en los bienes que el acre, dor hipotecurio requiera de tiempo the repairs on the property that the mortgagee may request from time---en tiempo. El deudor hipotecario cumplirà con aquellas prácticas de conservación to time. Mortgagor shall comply with such farm conservation practices de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time to--tiempo pueda prescribir. (Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-(Ten) if this mortgage is given for a loan to a farm owner as identified ---tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagor--hipotectario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other una sinca y para ningún otro propósito y no arrendará la sinca ni parte de ella a purpose and will not lease the farm or any part of it----menos que el acreedor hipotecario consienta por escrito en otro método de operaunless mortgagee agrees in writing to any other method of operation ---ción o al arrendamiento. (Once) Sometera en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require, --información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the la operación de los bienes y cumplira con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulationsque afecten los bienes o su uso.----offecting the property or its use. (Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagec, its agents and attorneys, shall have the right at all reasonable times-derecho de inspeccionar y examinar los bienes con el sin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or not -otorgada està siendo mermada o deteriorada y si dicho examen o inspección deter-the security given is being tessened or impaired, and if such inspection or examination shall---minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo merdisclose, in the judgment of morigagee, that the security given is being lessened ---mada o deteciorada, tal condición se considerará como una violación por parte del or impaired, such condition thall be deemed a breach by the -deudor hipotecario de los convenios de esta hipoteca. martgagor of the covenants of this mortgage .----(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión (Thirteen) If any other person interferes with or contests the right of possessiondel deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificara of the mortgagor to the property, the mortgagor will immediately notify --al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, mortgages of such action, and mortgages at its option



podrá instituit aquellos procedimier que fueren necesarios en defensa de sus may institute the necessary proceedings i. efense of its intereses y los gastos y desembolsos incurtido por el acreedor hipotecario en dichos interest, and any costs or expenditures incurred by mortgagee by saidprocedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán proceedings will be charged to the mortgage debt and considered para adelautos, gastos y otros pagos. (Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente (Fourteen) II the mortgagor zi any time while this mortgage remains in effect esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-should abandon the property or voluntarily deliver it to mortgagee. dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-mortgager is hereby authorized and empowered res para tomar posesion de los bienes, arrendarlos y administrar los bienes y cobrar to take possession of the property, to rent and administes the same and collect sus tentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the gastos de cobro y administración y en segundo término al pago de la denda eviden-costs of collection and administration and secondly to the payment of the debt evidencedciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, by the note or any indebtedness to mortgagee hereby guaranteed, en el orden y manera que el acreedor hipotecario determinare. (Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor (Fifteen) At any time that mortgagee determines that mortgagorhipotecario puede obtener un préstamo de una asociación de crédito para produc may be able to obtain a loan from a credit association for production. ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a.... tipo de interés y términos razonables para préstamos por tiempo y propósitos rate ul interest and reasonable periods of time and purposes. similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará mortgagor, at mortgagor's request will apply for and accept y aceptară dicho préstamo en cantidad suficiente para pagar por las acciones necessaid loan in sufficient amount to pay the note and any other indebtedness seemed hereby and to sarias en la agencia cooperativa en relación con dicho préstamo.

purchase any necessary shares of stock in the cooperative agency in regard to said loan. con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido with any clause, condition, stipulation, covenant, or agreement contained herein, o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado or in any supplementary agreement, or die or be declared an incompetente, en quiebra, insolvente o biciere una cesión en beneficio de sus acree-incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of





creditors, or should the property or any part thereof or interest therein be assigned,

dores, u los bienes o parte de ellos o cualquier inte ... en los mismos fueren cedidos,

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, lessed, transferred, conveyed, or encumbered, voluntarily or otherwise, ......

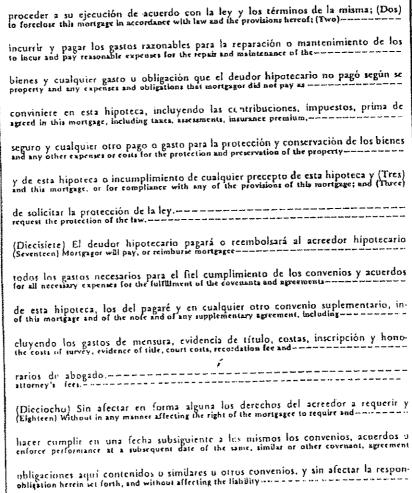
sin el consentimiento por escrito del acreedor hipocecario, el acreedor hipotecario es without the written consent of mortgagere, mortgagere is-

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a brevocably authorized and empowered, at its option, and without notice: (One) to

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounta unpaid under the note, and any indebtedness

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgages occured hereby, immediately due and payable and

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gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein us in the note or any supplementary agreement; (two)-

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aqui ul any person los payment ol the note or any indebtedness.

gatantizada vo an afectar el gravamen impuesto sobre los bienes o la prioridad del ecevren bereito, and sithiou affective the lien crested upon tasse property or the priority of

gravamen, el cerredor hipotecario es por la presente autorizado y con poder en said lien, the mortgager is heren y authorized and empowered at

cualquiet tiempa (Uno) renunciar el cumplimiento de cualquier convenio u obli-

o conceder al deudor hipotecario consquier negociar con el deudor hipoteca lo conceder a indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el lodulgence or forbessusos or extension of the time for payment of the note (with the consentimiento del tenedor de dicho pagaré cuando esté en manoz de un presta-consent of the holder of the note when it is held by mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-ne insured lender) or for payment of any indebtedness to mortgagee rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-hereby secured; os (three) execute and deliver partisi relenses of any quier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o part of sald property from the lieu hereby covated or grant deferment or postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre postponement of this mortgage to say other iten over dichos bienes.---said property. (Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Niseteen) All right, title and interest in or to this mortgage, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones including but not limited to the power to grant consents, partial releases, parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively inacreedor hipotecario y ningón prestamista asegurado tendrá derecho, título o in-mortgages, and no insured tender chali bave any right, title or interest terés alguno en o sobre el gravamen y los beneficios aquí contenidos. (Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-(Twenty) Default hereunder shall constitute default under any quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída other real estate or crop or chattel morragge heldo asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-or insured by mortgager and executed or assumed by mortgagor, tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía and default under any ruch other security instrument shall constituirá incumplimiento de esta hipoteca. constitute default hereunder .-(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será (Twenty-One) All notices to be given under this mortgage shall remitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified mail unices otherwise required by law,será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, and shuñ be addressed until some other address to designated in a notice so given. en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, he the case of mortgages to Farmers Home Advantation, Departamento de Agricultura de Estados Unidos, San Juan, Fuerto Rico, y en el tinked States Department of Agriculture, San Juan, Puesta Rica, and in the caso del deudor hipotecario, a él a la dirección postal de su residencia según se case ni mortgagor to him at the post office address of his residence as stated especifica más adelante. herebalter .--(Veintidos) El deudor hipotecatio por la presente cede al acreedor hipotecario (Twenty-Two) Mortgegor by these presents grants to mortgagec.





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r expropiación forzosa para uso el in orte de cualquier sentencia obtenido the amount of any judgment obtained by reason of condemnation proceedings for public por daños causados a los bienes. El acreedor hipotecario aplicará el importe así for damages caused to the property. The mortgagee will apply the amount so----recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del ecceived to the payment of costa incurred in its collection and the balance to the payment pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta of the note and say indebtedness to the mortgagee secured by this----hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario. ----mortgage, and if any amount then remains, will pay such amount to mortgagor. -------de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmenof foreclosure of this mortgage, in conformity with the mortgage law, as amended, dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma mortgagor does hereby appraise the mortgaged property in the amount-OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requere EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be----miento y se considerará en mora sin necesidad de notificación alguna por parte considered in default without the necessity of any notification of default or demand for paydel acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Adment on the part of mortgagee. This mortgage is subject to the rules and regulations of the -ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos. Farmers Home Administration now in effect, and to its future regulations-----no inconsistentes con los términos de esta hipoteca, así como también sujeta a not inconsistent with the provisions of this mortgage, as well as to the----las leyes del Congreso de Estados Unidos de America que autorizan la asignación laws of the Congress of the United States of America authorizing the making and y aseguramiento del prestamo antes menejonado. NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:-----NINTH: The amounts guaranteed by this mortgage are as follows: -----Una. En todo tiempo cuando el pagare relacionado en el parraso TERCERO de One, At all times when the nate mentioned in paragraph THIRD of --esta hipoteca sea poseido por el acreedor hipotecario o en caso que el acreedor this mortgage is held by mortgagee, or in the event mortgagee hipotecario cediere esta hipoteca sin asegurar el pagare! -----should assign this mortgage without insurance of the note, el principal de dicho pagaré, con sus intereses según estipulados a razón del------the principal amount of axio note, together with interest as atipulated therein at the rate of-----Cinco (Recursos Limitados) --- por ciento (--5.00--- $^{-D}$ /o) anual; Five (Limited Resource) ---- per cent (--5.00--- $^{-D}$ /o) per annum;



The second secon	
Nos. En todo tiempo ruando el 1 4ré es poseido por un prestamista ase ado: wo. At sli times when seld note is held by an insured lender.	
A) CIEN MIL  A) ONE HUNDRED THOUSAND  DOLARES (\$100,000.00)  DOLARES (\$100,000.00)	
para indemnižas al acreedor hipotecario por adelantos al prestamista asegurado	
por motivo del incumplimiento del deudor hipotecario de pagar los plazos segundor motivo del incumplimiento del deudor hipotecario de pagar los plazos segundos motivos del incumplimiento del deudor hipotecario de pagar los plazos segundos por motivos del incumplimiento del deudor hipotecario de pagar los plazos segundos por motivos del incumplimiento del deudor hipotecario de pagar los plazos segundos por motivos del incumplimiento del deudor hipotecario de pagar los plazos segundos por motivos del incumplimiento del deudor hipotecario de pagar los plazos segundos por motivo del incumplimiento del deudor hipotecario de pagar los plazos segundos por motivos del incumplimiento del deudor hipotecario de pagar los plazos segundos por motivos del incumplimiento del deudor hipotecario de pagar los plazos segundos por motivos del incumplimiento del deudor hipotecario del del deudor hipotecario del deudor hipotecario del del del del deudor hipotecario del	
se especifica en el pagaré, con intereses según se específica en el paratto observe specifica in the note, with interest ao stated in paragraph SIXTH,	
Tercero	
(B) CIENTO CINCUENTA MIL (B) ONE HUNDRED FIFTY THOUSAND	
para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda e	
sufrir bajo su seguro de pago del pagaré. sustain under its insurance of payment of the note;	- Landerson Control
Tres. En cualquier caso y en todo tiempo;  Three, ho any event and at all times whatsoever:	ichiamata professiones de la companya del la companya de la compan
(A) CUARENTA MIL DOLARES  (A) FORTY THOUSAND DOLLARS	- Andrewske and Andrews
(3-40,000.00) para intereses después de mora:	
(B) VEINTE MIL DOLARES	-
(\$20,000,00) para contribuciones, seguro y otros adelantos para la con-	
servación y protección de esta hipoteca, con intereses al tipo estipulado en el paratto	
SEXTO, fercero; SIXTH, Three;	
(C) DIEZ MIL DOLARES (C) TEN THOUSAND DOLLARS	-
(\$10,000.00) para costas, gastos y honorarios de abogado en case (\$10,000.00) for costa, expenses and automey's fees in case	
de ejecución;	
(D) DIEZ MIL BOLARES	
(\$10,000.00) para costas y gastos que incurriere el acreedo hipótec	
rio en procedimientos para defender sus intere es contra cualquier persona que inte proceedings to defend its interests against any other person interfering with	er 
venga o impugne el derecho de posesión del deudor hiporecario a los bienes seg or contesting the right of possession of mortgagor 10 the property as	
se consigna en el párrafo SEXTO, Trece provided in paragruph (SIXTH, Thirteen.	******

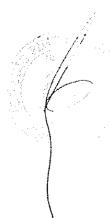


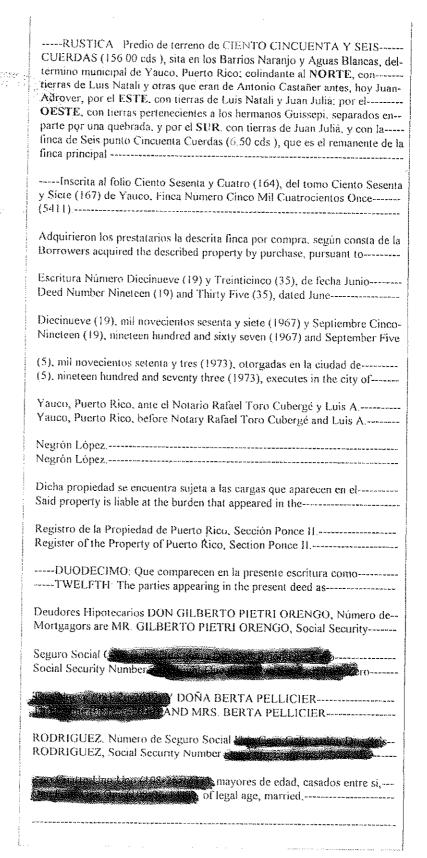


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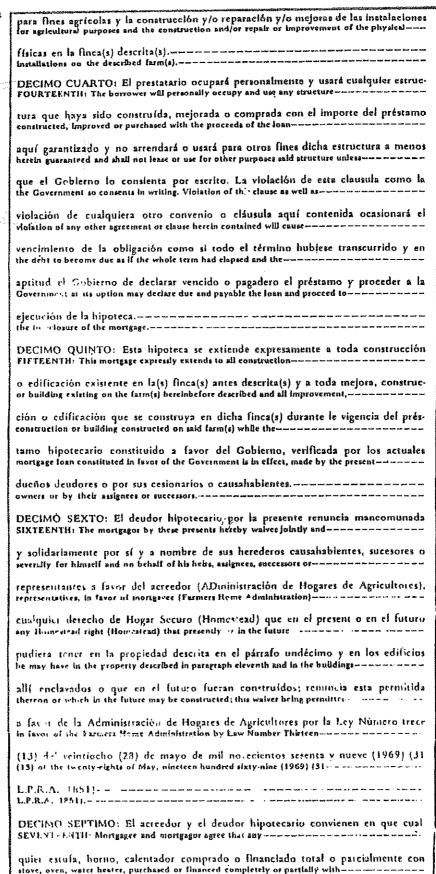
"Pagaré otorgado en el caso número Seis Tres quión Uno Seis quión -- "Promissory note executed in esse number Six Three dash One Six dash----Cero Ocho Uno Dos Seis Dos Cero Tres Nueve-----Veinte (20)---- de Julio ------de mil novecientos----Twenty (20)--- day of July -----nineteen hundred and------intereses sobre el balance del principal adeudado a razón del -----interest over the unpaid balance at the rate of Cinco (Recursos Limitados)----(---5.00%----) por ciento anual. Five (Limited Resource)------1---5.00%----) percent per annum. hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-until the principal is totally paid according to the terms, installments, ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos conditions and stipulation contained in the promissory note and as agreed. entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aqui between the borrower and the Government, except that the final installment of the representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero entre debi herein evidenced, if not sooner paid, will be due remove a conserva pagadero a los SIETE (7) and payable SEVEN (7) Dicho pagaré ha sido otorgado como evidencia de un prestamo cuncudido por el Said promissory note is given as evidence of a loan made by the Unidos de América denominada "Consolidated Farm and Rural Development Act States of America known as "Consolidated farm and Rural Development Actof 1961" a de conformidad con el "Title V of the Housing Act of 1949", según of 1981" or pursuant to "Title V of the Housing Act of 1949, assessor and the según of 1961, assessor and 1961, asses han sido enmendadas y está sujeto a los presentes reglamentos de la Administración amended, and is subject to the present regulations of the Farmers de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Home Administration and to its future regulations nos inconsistent with the UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se ELEVENTII: That the property object of this decu and over which constituye Hipoteca Voluntaria, se describe como sigue:





20	proprietarios y vecinos de Yauco, Puerto Rico, cuya dirección postal es
	Apartado Mil Setecientos Setenta y Ocho (1778),
	P O Box One Thousand Seven Hundred Seventy Eight (1778).
	Yauco, Puerto Rico
3	Yauco, Puerto Rico
	DECIMO TERCERO: El importe del préstamo aqui consignado seTHIRTEENTH: The proceeds of the loan herein guaranteed was
	usó ó será usado
	used or will be used
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Forms FmHA 1927-1(8) PR (Rev. 6-93)





parties of the partie
ondos del prestamo aqui parsinando, se considerara e diseptam part
e-la propiedad gravada por esta Hipoteca.
DECI: 10 OCTAVO: El deudor hipotecarlo se compromete
a ocupar la propiedad objeto de esta escritura dentre de los próximos sesenta en ocupar la propiedad objeto de esta escritura dentre de los próximos sesenta en ocupar la propierto of this deed within the following sixty.
dias a partir de la fecha de la inspección final; y en caso de circunstancias impre- disys from the date of final inspection, and in the event of unforeseen circumstances.
vistas fuera del control del deudor hipotecario que le impldiera mudarse, éste lo beyond his control which would impede him to do so, he will-
notificarà por escrito al Supervisor Local.
DECIMO NOVENO. Toda mejora, construcción o contractor que
en dicha finca durante la vigencia antes mencionada devera sel dicha finca durante la vigencia antes mencionada devera sel dicha finca durante la vigencia antes mencionada devera sel dicha finca durante la vigencia antes mencionada devera sel dicha finca durante la vigencia antes mencionada devera sel dicha finca durante la vigencia antes mencionada devera sel dicha finca durante la vigencia antes mencionada devera sel dicha finca durante la vigencia antes mencionada devera sel dicha finca durante la vigencia antes mencionada devera sel dicha finca durante la vigencia antes mencionada devera sel dicha finca durante la vigencia antes mencionada devera sel dicha finca durante la vigencia antes mencionada devera sel dicha finca durante la vigencia antes mencionada devera sel dicha finca durante la vigencia antes mencionada devera sel dicha finca del dic
autorización por escrito del acreedor hipotecario conforme a los regiamentos para la publica of morganes en accombance with present regulations————————————————————————————————————
sentes y aquellos futuros que se promulgaren de sestendo a las leyes redesanas s
locales no inconsistentes o incompatibles con las leyes actuales que gobiernan locales no inconsistentes o incompatible with the present laws which govern-
estos tipos de préstamos.
VIGESIMO: Este instrumento garantiza asimismo el receate o recuperación de twentieth: This interument also recures the recapture of
cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatatos cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatatos
de severdo con las disposiciones del Título Cuarentidos del Compo
Government pureuant to Forty-Two
de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 14902) U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)
Por tratarse de un préstamo de Recursos Limitados-
según indica en el Pagaré, el Gobierno puede cambiar el pursuant indicated in the Promissory Note the Govern
por ciento de interés de acuerdo con los reglamentos—— por ciento de interés de acuerdo con los reglamentos—— ment may change the interest percent according with the
ment may change the same do Aericultores antes,
Parmers Home Admitation
hoy Farm Service Agency. today Farm Service Agency.
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	Agency, Oficina de Ponce es
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6 PW 8 8 A4 + 1848 A4 A4 + 11114 11114 11114 11114	YO, EL NOTARIO AUTORIZANTE, hago constar que heI, THE AUTHORIZING NOTARY, I had identified
	identificado a los comparecientes en esta escritura, mediante los siguientes the appearing parties in this deed, with the following identity documents:
***************************************	documents de identidaddocuments
-	Don Gilberto Pietri Orengo, mediante la Licencia de Conducir Número
	Sea - Harris Grand State Control of the Pellicier
	SF and Mrs. Berta Pellicier
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Forma FmHA 1927-1(S) PR (Rev. 6-93) ACEPTACION ACCEPTANCE El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez The appearing party (parties) ACCEPT(S) this deed in the manner drawn once---yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes. Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s) so they say and execute before me, the authorizing Notary, the appearing party (pasties) ----sin requerir la presencia de testigos después de renunciar su derecho a clio del que without demanding the presence of witnessea after waiving his (their) right to do so of which I advised him (them). en su contenido, pone(n) sus iniciales en cada uno de los fólios de esta escritura contents, place(s) his (their) initials on each of the folios of this deed----incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY including the last one, and all sign before me, the authorizing Notary who GIVES .... FE de todo el contenido de esta escritura. FAITH to everything contained in this deed. FIRMADO: GILBERTO PLETRI ORENGO Y BERTA PELLIGIER----80DR1 QUEZ. Firmado, Signado, Selfado y Rubricado: IGNACIO----PINTADO PINTADO. Exenta del pago de los derechos de Rentas Toternas.----Tione adherido y cancelado el correspondiente Sello---del Impuesto Notarial del Colegio de Abogadas de----Puerto Rico. CERTIFICO que es copia fiel y---exacta de su original obranté en--mi Protocolo de Instrumentos-----Públicos del corriente año al que-me remito. Y a patición de-----Don Gilberto Pietri Orengo y-----Doña Berta Pellicier Rodríguez,---expido una copia de la presente---escritura, la cual consta de------Diecislete (17) folios, dejando---anotada dicha expedición en el---dia de hoy, Veinte (20)---de Julio de mil novecientos noventa y ocho,-

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Higher a founde EU H. p. 418,000...

Applied a founde EU H. for #32,000...

Applied a founde EU H. for #32,000...

Applied a founde EU H. for #173,000...

Applied a sold agrico de 1744

CLIENT: GILBERTO PIETRI ORENGO

REF: 1521.189

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 5,411, recorded at page 173 of volume 373 of Yauco, Registry of the Property of Puerto Rico,

section II of Ponce.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Predio de terreno de ciento cincuenta y seis cuerdas, sita en los Barrios Naranjo y Aguas Blancas del término municipal de Yauco, colindante por el NORTE, con terrenos de Luis Natalí y otros, Antonio Castañer antes, hoy de Juan Adrover; por el ESTE, con terrenos de Luis Natalí y Juan Juliá; por el OESTE, con tierras pertenecientes a los Hermanos Giussepi, separados en parte por una quebrada; y por el SUR, con tierras de Juan Juliá y con la finca de seis y media cuerdas que es el remanente de la finca principal.

## ORIGIN:

It is segregated from property number 2,016, recorded at page 37, volume 90 of Yauco.

### TITLE:

This property is registered in favor of GILBERTO PIETRI ORENGC and his wife BERTA PELLICIER RODRÍGUEZ, who acquired as follows:

One half by purchase from Isidoro Lorenzi married to Josefa Garriga Rodríguez, at a price of \$8,000.00, pursuant to deed #19, executed in Yauco, Puerto Rico, on June 19, 1967, before Rafael Toro Cubergé Notary Public, recorded at page 164 of volume 167 of Yauco, property number 5,411, 1st inscription.

And other half by purchase from José Manuel Pietri Orengo and his wife Emilia Pacheco, at a price of \$7,000.00, pursuant to deed #35, executed in Yauco, Puerto Rico, on September 5, 1973, before Luis A. Negrón López Notary Public, recorded at page 165 of volume 167 of Yauco, property number 5,411, 2nd inscription.

# LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
- 1. MORTGAGE: Constituted by Gilberto Pietri Orengo and his wife Berta Pellicier Rodríguez, in favor of Puerto Ricc Production Credit Association, in the original principal amount of \$10,000.00, with 12.50% annual interests, due on presentation, constituted by deed #192, executed in Sar Germán, Puerto Rico, on December 10, 1983, before Notary Tomás E. Vivoni Public, recorded at page 168 of volume 167 of Yauco, property number 5,411, 5th inscription.
- 2. MORTGAGE: Constituted by Gilberto Pietri Orengo and his wife Berta Pellicier Rodríguez, in favor of Puerto Rico Production Credit Association, in the original principal amount of \$20,000.00, with 10.50% annual interests, due or presentation, constituted by deed #132, executed in Sar Germán, Puerto Rico, on September 19, 1985, before Tomás E. Vivoni Notary Public, recorded at overleaf of page 168 of volume 167 of Yauco, property number 5,411, 6th inscription.

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como fal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



PAGE #2 PROPERTY #5,411

# ESTUDIOS DE TITULO SEGUROS DE TITULO PO. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467 TELS. (787) 748.1130 / 748-8577 • FAX (787) 748-1143

- 3. MORTGAGE: Constituted by Gilberto Pietri Orengo and his wife Berta Pellicier Rodríguez, over this and other properties, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$65,000.00, with 5% annual interests, due on 30 years, constituted by deed #41, executed in Yauco, Puerto Rico, on June 6, 1986, before Ignacio Pintado Pintado Notary Public, recorded at page 169 of volume 167 of Yauco, property number 5,411, 7th inscription.
- 4. MORTGAGE: Constituted by Gilberto Pietri Orengo and his wife Berta Pellicier Rodríguez, over this and other properties, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$35,000.00, with 8% annual interests, due on 7 years, constituted by deed #67, executed in Yauco, Puerto Rico, on October 20, 1987, before Ignacio Pintado Pintado Notary Public, recorded at overleaf of page 170 of volume 167 of Yauco, property number 5,411, 8th inscription. It is stated that this mortgage is constituted for agricultural purposes.
- 5. MORTGAGE: Constituted by Gilberto Pietri Orengo and his wife Berta Pellicier Rodríguez, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$12,200.00, with 4½% annual interests, due on 10 years, constituted by deed #28, executed in Yauco, Puerto Rico, on June 1, 1990, before Carmen T. Salicety Maldonado Notary Public, recorded at overleaf of page 171 of volume 167 of Yauco, property number 5,411, 9th inscription.
- 6. MORTGAGE: Constituted by Gilberto Pietri Orengo and his wife Berta Pellicier Rodríguez, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$17,800.00, with 4½% annual interests, due on 20 yeas, constituted by deed #27, executed in Yauco, Puerto Rico, on June 1, 1990, before Carmen T. Salicety Maldonado Notary Public, recorded at page 70 of volume 353 of Yauco, property number 5,411, 10th inscription.
  - The mortgages of \$65,000.00; \$35,000.00; \$12,000.00 and \$17,800.00 of inscriptions 7th, 8th, 9th and 10th were modified as follows: The mortgage of \$65,000.00 of inscription  $7^{\text{th}}$  the balance due as of March 13, 1992 is \$64,361.14, with annual interest of  $4\frac{1}{2}$ %, which interests won't include the amount of \$3,768.38 for concept of non-capitalizable interests and which will be paid as follows: \$4,339.00 on or before January  $1^{\text{st}}$ ,  $199\bar{3}$  and the same amount on January  $1^{\text{st}}$  until 2017; The mortgage for the sum of \$35,000.00 referred to in the previous inscription 8, the total due at March  $13^{\rm th}$ , 1992amounts to the sum of \$21,683.60 with annual interest at 7%, whose interests will not include the sum of \$2,128.31 for concept of non-capitalizable interests and which will be paid as follows: \$2,290.00 on or before January 1st, 1993 and the same amount on January 1st until 2008; The mortgage for the sum of \$12,200.00 referred to in the previous inscription 9, the total due at March 13th, 1992 amounts to the sum of \$12,854.15 with annual interest at 41%, whose interests will not include the sum of \$681.34 for concept of non-capitalizable interests and which will be paid as follows: \$1,932.00 on or before January  $1^{\rm st}$ , 1993 and the same amount on January 1st until 2001; The mortgage for the sum of \$17,800.00 referred to in the previous inscription 10, the total due at March  $13^{\rm th}$ , 1992 amounts to the sum of \$18,754.21 with annual interest at 44%, whose interests will include the sum of \$994.08 for concept of capitalizable interests and which will be paid as follows: \$2,517.00 on or before January 1st, 1993 and the same amount cn January 1st until 2011, constituted by deed #28, executed in Yauco, Puerto Rico, on March 13, 1992, before Oscar Castellón Pérez Notary Public, recorded at page 71 of volume 353 of Yauco, property number 5,411, 11th inscription.

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

7.



BOX 1467, TRUJILLO ALTO, P.R. 00977-1467 (787) 748.1130 / 748-8577 • FAX (787) 748-1143 **ESTUDIOS DE TITULO** SEGUROS DE TITULO P.O.

PAGE #3 PROPERTY #5,411

- MORTGAGE: Constituted by Gilberto Pietri Orengo and his wife 8. Berta Pellicier Rodríguez, in favor of United States of America, in the original principal amount of \$150,000.00, with 3.75% annual interests, due on 30 years, constituted by deed #59, executed on September 4, 1997, before Ignacio Pintado Pintado Notary Public, recorded at page 173 of volume 373 of Yauco, property number 5,411, 12th inscription.
- MORTGAGE: Constituted by Gilberto Pietri Orengo and his wife 9. Berta Pellicier Rodríguez, in favor of United States of America, in the original principal amount of \$100,000.00, with 5% annual interests, due on 7 years, constituted by deed #65, executed in Yauco, Puerto Rico, on July 20, 1998, before Ignacio Pintado Pintado Notary Public, recorded at page 178 of volume 373 of Yauco, property number 5,411, 14th and last inscription.

# REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to September 9th, 2019.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE SAMP IDER SERVICES, INC. G uthorized signature

Este documento no est una ponta un organo de mana, pre la responsabilidad de la entidad que prepará este Estudio de Título, está limitada a la cantidad pagada por la preparadion de dicho Estudio de Título. Para este esta esta esta de Artía de Art

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse

gagle Title & Other Services, Inc

srd/mv/F

- I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:
  - 1. That my name and personal circumstances are the above mentioned.
  - 2. That on September 9th, 2019, I examined the books and of The Property Registry of Puerto Rico and ne attached title study which makes part of prepared the this affidavit.
  - 3. That the attached title study correctly represents in all its parts the status of the above described  $% \left( 1\right) =\left( 1\right) \left( 1$ property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 23th day of Wovenber of 2019.

Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4,396

Sworn and subscribed to before me by Elias Diaz Bermúdez of the aforementioned personal circumstances, personally know.

In Guaynabo, Puerto Rico, this 3 day of Natanbee of 2019.

U19-0216523 9397 11/23/2020 \$5.00 Sello de Asistencia Legal 80093-2020-1123-43295382

### UNITED STATES DEPARTMENT OF AGRICULTURE **FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue 654 Plaza Suite #829 San Juan, PR 00918

Borrower: Pietri Orengo, Gilberto Case No: 63-016-2039

### **CERTIFICATION OF INDEBTEDNESS**

I, Carlos J. Morales, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the Farm Service Agency, United States Department of Agriculture (USDA), state that:

The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

> Statement of Account as of November 12, 2020

Loan Number	43-08
Note Amount	\$ 65,000.00
Original Note Date	6/6/1986
Date of Last Payment	10/9/2002
Principal Balance	\$ 45,932.14
Unpaid Interest	\$ 42,053.34
Misc. Charges	\$ -
Total Balance	\$ 87,985.48
Daily Interest Accrual	\$ 5.6629
Amount Delinquent	\$ 87,985.48
Years Delinquent	Fully matured

Loan Number	44-09
Note Amount	\$ 35,000.00
Original Note Date	10/20/1987
Date of Last Payment	2/25/2004
Principal Balance	\$ 6,722.06
Unpaid Interest	\$ 9,755.13
Misc. Charges	\$ -
Total Balance	\$ 16,477.19
Daily Interest Accrual	\$ 1.2892
Amount Delinquent	\$ 16,477.19
Years Delinquent	Fully matured

Loan Number	43-10
Note Amount	\$ 17,800.00
Original Note Date	6/1/1990
Date of Last Payment	5/19/2008 Offset
Principal Balance	\$ 11,793.21
Unpaid Interest	\$ 11,208.11
Misc. Charges	\$ -
Total Balance	\$ 23,001.32
Daily Interest Accrual	\$ 1.4539
Amount Delinquent	\$ 23,001.32
Years Delinquent	Fully matured

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

Digitally signed by CARLOS MORALES (Affiliate)
DN: c=US, o=U.S. Government, ou=Department of
Agriculture, 0.9.2342.19200300.100.1.1=12001003816118,
cn=CARLOS MORALES (Affiliate) Date: 2020.11.12 10:38:55 -04'00' Adobe Acrobat version: 2020.012.20048

Carlos J. Morales Lugo November 12, 2020

LRTF Contractor

## UNITED STATES DEPARTMENT OF AGRICULTURE FARM SERVICE AGENCY

654 Muñoz Rivera Avenue 654 Plaza Suite #829 San Juan, PR 00918

Borrower: Pietri Orengo, Gilberto Case No: 63-016-2039

### **CERTIFICATION OF INDEBTEDNESS**

I, Carlos J. Morales, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

The borrower's indebtedness is as shown in the following Statement of Account, according
to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of November 12, 2020

Loan Number	43-12
Note Amount	\$ 150,000.00
Original Note Date	9/4/1997
Date of Last Payment	10/9/2002
Principal Balance	\$ 145,248.98
Unpaid Interest	\$ 104,114.87
Misc. Charges	\$ -
Total Balance	\$ 249,363.85
Daily Interest Accrual	\$ 14.9229
Amount Delinquent	\$ 151,452.00
Years Delinquent	17

Loan Number	44-13	
Note Amount	\$ 100,000.00	
Original Note Date	7/21/1998	
Date of Last Payment	2/25/2004	
Principal Balance	\$ 67,904.74	
Unpaid Interest	\$ 60,108.19	
Misc. Charges	\$ -	
Total Balance	\$ 128,012.93	
Daily Interest Accrual	\$ 9.3021	
Amount Delinquent	\$ 128,012.93	
Years Delinquent	Fully matured	

- The information in the above Statement of Account in affiant's opinion is a true and correct statement
  of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

Digitally signed by CARLOS MORALES (Affiliate)
DN: C=US, 0=U.S. Government, ou=Department of
Agriculture, 09.2342.1920.300.1001.1=12001003816118,
cn=CARLOS MORALES (Affiliate)
Date: 2020.11.12 10:41:54 -04'00'
Adobe Acrobat version: 2020.012.20048

Carlos J. Morales Lugo LRTF Contractor November 12, 2020

SCRA 5.6

Exhibit 14



## Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-2039

Birth Date:

Last Name: PIETRI ORENGO

First Name: GILBERTO

Middle Name:

Status As Of: Nov-23-2020

Certificate ID: JH6RPFC35V59YVV

	On Active Duty On Acti	ive Duty Status Date	
Active Duty Start Date Active Duty End Date Status Service Component			Service Component
NA NA NO NA			
This response reflects the individuals' active duty status based on the Active Duty Status Date			

	Left Active Duty Within 367	Days of Active Duty Status Date	
Active Duty Start Date Active Duty End Date Status Service Component			
NA NA NO NA			
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date Order Notification End Date Status Service Component			
NA NA NO NA			
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd. Seaside, CA 93955 The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) reporting System (DEERS) reporting System (DEERS) reporting System (DEERS) reporting Systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: https://scra.dmdc.osd.mil/scra/#/faqs. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

## More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

SCRA 5.6

SSN: XXX-XX-1411

Birth Date:

Last Name: PIELLICIER RODRIGUEZ

First Name: BERTA

Middle Name:

Status As Of: Nov-23-2020

Certificate ID: 4X34TNCXSW5FK5L

	On Active Duty On Acti	ive Duty Status Date	
Active Duty Start Date Active Duty End Date Status Service Component			Service Component
NA NA NO NA			
This response reflects the individuals' active duty status based on the Active Duty Status Date			

	Left Active Duty Within 367	Days of Active Duty Status Date	
Active Duty Start Date Active Duty End Date Status Service Component			
NA NA NO NA			
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date Order Notification End Date Status Service Component			Service Component
NA NA NO NA			
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd. Seaside, CA 93955 The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) reporting System (DEERS) reporting System (DEERS) reporting System (DEERS) reporting Systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: https://scra.dmdc.osd.mil/scra/#/faqs. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

## More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

## UNITED STATES DISTRICT COURT

for the

District of	Puerto Rico
United States of America, acting through the United States Department of Agriculture  Plaintiff(s) v.  GILBERTO PIETRI ORENGO, et als.	) ) ) ) Civil Action No. FORECLOSURE OF MORTGAGE )
Defendant(s)	) )
SUMMONS IN A	A CIVIL ACTION
To: (Defendant's name and address) BERTA PELLICIER RODRI Rd. 373, Km. 4.9 Naranjo Wd. Yauco, P.R. 00698	GUEZ Urb. Luchetti Calle 1 H-24 Yauco, P.R. 00768
A lawsuit has been filed against you.  Within 21 days after service of this summons on yo	u (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an office P. 12 (a)(2) or (3) — you must serve on the plaintiff an answ the Federal Rules of Civil Procedure. The answer or motion whose name and address are:	r or employee of the United States described in Fed. R. Civ. wer to the attached complaint or a motion under Rule 12 of
JUAN CARLOS FORTUÑ P.O. BOX 3908 GUAYNABO PR 00970	ÍO FAS
If you fail to respond, judgment by default will be e You also must file your answer or motion with the court.	entered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	Signature of Clerk or Denuty Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

## PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was ra	This summons for (naceived by me on (date)	ame of individual and title, if an	ny)			
was ie	cerved by the on (aate)		<u> </u>			
	☐ I personally serve	ed the summons on the ind	ividual at (place)			
			on (date)	; or		
	☐ I left the summon	s at the individual's reside	ence or usual place of abode with (name)			
	, a person of suitable age and discretion who resides thou on (date) , and mailed a copy to the individual's last known address; or					
	☐ I served the sumn	nons on (name of individual)		, who is		
	designated by law to	accept service of process	s on behalf of (name of organization)			
			on (date)	; or		
	☐ I returned the sun	nmons unexecuted because	e	; or		
	☐ Other (specify):					
	My fees are \$	for travel and \$	for services, for a total of \$	0 .		
	I declare under pena	lty of perjury that this info	ormation is true.			
Date:						
			Server's signature			
		_	Printed name and title			
		_	Server's address			

Additional information regarding attempted service, etc:

## UNITED STATES DISTRICT COURT

for the

District of Pue	erto Rico
United States of America, acting through the United States Department of Agriculture   Plaintiff(s) v.  GILBERTO PIETRI ORENGO, et als.	Civil Action No. FORECLOSURE OF MORTGAGE
Defendant(s)	
SUMMONS IN A C	IVIL ACTION
To: (Defendant's name and address) Conjugal Partnership Pietri-Pel Rd. 373, Km. 4.9 Naranjo Wd. Yauco, P.R. 00698	licier Urb. Luchetti Calle 1 H-24 Yauco, P.R. 00768
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you (rare the United States or a United States agency, or an officer or P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion m whose name and address are:  JUAN CARLOS FORTUÑO P.O. BOX 3908 GUAYNABO PR 00970	to the attached complaint or a motion under Rule 12 of ust be served on the plaintiff or plaintiff's attorney,
If you fail to respond, judgment by default will be ente You also must file your answer or motion with the court.	red against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

## PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (name ceived by me on (date)					
was re-		the summons on the individual	at (place)			
			on (date)			
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)			
		, a perso	on of suitable age and discretion who res	sides there,		
	on (date), and mailed a copy to the individual's last known address;					
	☐ I served the summo	ons on (name of individual)			, who is	
	designated by law to a	accept service of process on beh	nalf of (name of organization)			
			on (date)	; or		
	☐ I returned the summ	nons unexecuted because			; or	
	☐ Other (specify):					
	My fees are \$	for travel and \$	for services, for a total of \$		0 .	
	I declare under penalty	of perjury that this information	n is true.			
Date:						
			Server's signature			
			Printed name and title			
			Server's address			

Additional information regarding attempted service, etc:

## UNITED STATES DISTRICT COURT

for the

District of Puerto Rico						
United States of America, acting through the United States Department of Agriculture   Plaintiff(s) v.  GILBERTO PIETRI ORENGO, et als.	Civil Action No. FORECLOSURE OF MORTGAGE					
Defendant(s)						
SUMMONS IN A	CIVIL ACTION					
To: (Defendant's name and address) GILBERTO PIETRI ORENGO Rd. 373, Km. 4.9 Naranjo Wd. Yauco, P.R. 00698	Urb. Luchetti Calle 1 H-24 Yauco, P.R. 00768					
	(not counting the day you received it) — or 60 days if you					
are the United States or a United States agency, or an officer of P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion rules whose name and address are:	er to the attached complaint or a motion under Rule 12 of					
JUAN CARLOS FORTUÑO	FAS					
P.O. BOX 3908						
GUAYNABO PR 00970						
If you fail to respond, judgment by default will be ent You also must file your answer or motion with the court.	tered against you for the relief demanded in the complaint.					
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT					
Date:						
	Signature of Clerk or Deputy Clerk					

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

## PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (name ceived by me on (date)	ne of individual and title, if any)			
	☐ I personally served	the summons on the individual	at (place)		
			on (date)	; or	
	☐ I left the summons	at the individual's residence or u	usual place of abode with (name)		
		, a perso	n of suitable age and discretion who res	sides the	ere,
	on (date)	, and mailed a copy to	the individual's last known address; or		
		ons on (name of individual)			, who is
	designated by law to	accept service of process on beh			
			on (date)	; or	
	☐ I returned the summ	mons unexecuted because			; or
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$		0
	I declare under penalty	y of perjury that this information	is true.		
Date:					
			Server's signature		
			Printed name and title		
			Server's address		

Additional information regarding attempted service, etc:

## Case 3:20-cv-01671 Document 1-18 Filed 11/23/20 Page 1 of 1

# UNITED STATES DISTRICT COURT DISTRICT OF PUERTO RICO

## **CATEGORY SHEET**

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorne	y Name (Last, Firs	t, MI): Fortuño, Juan Carlos						
USDC-	PR Bar Number:	211913						
Email Address:		jcfortuno@fortuno-law.com						
1.	Title (caption) of the Case (provide only the names of the <u>first party</u> on <u>each</u> side):							
	Plaintiff: UNITED STATES OF AMERICA, acting through the USDA							
	Defendant:	GILBERTO PIETRI ORENGO; ET ALS.						
2.	Indicate the categor	bry to which this case belongs:						
	○ Ordinary Civit	ıl Case						
	Social Securit	ty						
	☐ Banking							
	Injunction							
3.	3. Indicate the title and number of related cases (if any).							
	N/A							
4.	Has a prior action	between the same parties and based on the same claim ever been filed before this Court?						
	☐ Yes							
	⊠ No							
5.	Is this case require	ed to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?						
	Yes							
	⊠ No							
6.	Does this case que	estion the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)						
	☐ Yes ⊠ No							
Date Su	bmitted: Novemb	per 23, 2020						

rev. Dec. 2009

Print Form

Reset Form

JS 44 (Rev. 02/19)

## **CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS				DEFENDANTS			
UNITED STATES OF AMERICA				GILBERTO PIETRI ORENGO, et als.			
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)				County of Residence	of First Listed Defendant	Yauco, P.R.	
				,	(IN U.S. PLAINTIFF CASES		
				NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.			
(c) Attorneys (Firm Name, ) Juan C. Fortuño Fas	Address, and Telephone Numbe	ツ		Attorneys (If Known)			
Juan C. Fortuno Fas Po Box 3908, Guaynabo							
Tel. 787-751-5290	, , , , , , , , , , , , , , , , , , , ,						
II. BASIS OF JURISDI	CTION (Place an "X" in ()	ne Box Only)	JI. CI	TIZENSHIP OF P	RINCIPAL PARTIES	${f S}$ (Place on "X" in One Box for Plaintifj	
≯ 1 U.S. Government	3 Federal Question			(For Diversity Cases Only) P1	'F DEF	and One Box for Defendant) PTF DEF	
Plaintiff	(U.S. Government)	Not a Party)	Citize	en of This State 🔲			
☐ 2 U.S. Government Defendant	☐ 4 Diversity (Indicate Citizensh.	ip of Parties in Item III)	Citiz	en of Another State		/ Principal Place	
				en or Subject of a  reign Country	3 🗇 3 Foreign Nation	□ 6 □ 6	
IV. NATURE OF SUIT						e of Suit Code Descriptions. OTHER STATUTES	
CONTRACT  110 Insurance	TO PERSONAL INJURY	RTS PERSONAL INJURY		ORFEITURE/PENALTY 25 Drug Rolated Seizure	BANKRUPTCY  422 Appeal 28 USC 158	375 False Claims Act	
17 120 Marine	☐ 310 Airplane	🗇 365 Personal Injury -		of Property 21 USC 881	☐ 423 Withdrawal	☐ 376 Qui Tam (31 USC	
☐ 130 Miller Act ☐ 140 Negotiable Instrument	☐ 315 Airplane Product Liability	Product Liability  [7] 367 Health Care/	□ 69	90 Other	28 USC 157	3729(a))  400 State Reapportionment	
☐ 150 Recovery of Overpayment & Enforcement of Judgment	☐ 320 Assault, Libel &	Pharmaceutical Personal Injury			PROPERTY RIGHTS  1 820 Copyrights	410 Antitrust  430 Banks and Banking	
☐ 151 Medicare Act	☐ 330 Federal Employers'	Product Liability			🗇 830 Patent	☐ 450 Commerce	
☐ 152 Recovery of Defaulted Student Loans	Liability  [] 340 Marine	☐ 368 Asbestos Personal Injury Product			☐ 835 Patent - Abbreviated New Drug Application	<ul> <li>460 Deportation</li> <li>470 Racketeer Influenced and</li> </ul>	
(Excludes Veterans) ☐ 153 Recovery of Overpayment	345 Marine Product Liability	Liability PERSONAL PROPERT	יעי איי	LABOR	☐ 840 Trademark SOCIAL SECURITY	Corrupt Organizations  1 480 Consumer Credit	
of Veteran's Benefits	350 Motor Vehicle	☐ 370 Other Fraud		10 Fair Labor Standards	☐ 861 HIA (1395ff)	485 Telephone Consumer	
☐ 160 Stockholders' Suits ☐ 190 Other Contract	☐ 355 Motor Vehicle Product Liability	☐ 371 Truth in Lending ☐ 380 Other Personal	177	Act 20 Labor/Management	☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g))	Protection Act 1 490 Cable/Sat TV	
☐ 195 Contract Product Liability ☐ 196 Franchise	☐ 360 Other Personal	Property Damage  385 Property Damage	.T. 7	Relations 40 Railway Labor Act	☐ 864 SSID Title XVI ☐ 865 RSI (405(g))	☐ 850 Securities/Commodities/ Exchange	
(5) 170 Franchise	Injury  362 Personal Injury -	Product Liability		51 Family and Medical	a sos inn (resign)	☐ 890 Other Statutory Actions	
REAL PROPERTY	Medical Malpractice CIVIL RIGHTS	PRISONER PETITIONS	S D 79	Leave Act  Other Labor Litigation	FEDERAL TAX SUITS	☐ 891 Agricultural Acts ☐ 893 Environmental Matters	
☐ 210 Land Condemnation  220 Foreclosure	17 440 Other Civil Rights	Habeas Corpus:  ☐ 463 Alien Detainee	CD 79	91 Employee Retirement Income Security Act	☐ 870 Taxes (U.S. Plaintiff or Defendant)	☐ 895 Freedom of Information  Act	
☐ 230 Rent Lease & Ejectment	441 Voting 442 Employment	☐ 510 Motions to Vacate		medine security Act	☐ 871 IRS—Third Party	☐ 896 Arbitration	
☐ 240 Torts to Land ☐ 245 Tort Product Liability	☐ 443 Housing/ Accommodations	Sentence  ☐ 530 General			26 USC 7609	☐ 899 Administrative Procedure Act/Review or Appeal of	
290 All Other Real Property	445 Amer, w/Disabilities -	☐ 535 Death Penalty		IMMIGRATION		Agency Decision  © 950 Constitutionality of	
	Employment  446 Amer. w/Disabilities -	Other:  540 Mandamus & Other		62 Naturalization Application 65 Other Immigration		State Statutes	
	Other  1 448 Education	☐ 550 Civil Rights ☐ 555 Prison Condition		Actions			
		560 Civil Detaince - Conditions of					
		Confinement					
	n One Box Only) moved from	Remanded from  Appellate Court		nstated or	erred from		
1 locceding Si		• •		(specify,	Transfe		
VI. CAUSE OF ACTIO	I Consolidated Far	m & Development A	ct, 7 U	Do not cite jurisdictional stat ISC 1921, et seq. & 2	tutes unless diversity); 28 USC 1345		
XIX PROTECTED IN				NOTAND 6	CHECK VEC on	ly if demanded in complaint:	
VII. REQUESTED IN COMPLAINT:	Under rule 2	IS A CLASS ACTION 3, F.R.Cv.P.	1,	DEMAND \$ 504,840.77	JURY DEMAN		
VIII. RELATED CASS	E(S) (See instructions):	JUDGE			DOCKET NUMBER		
DATE	(ne-	SIGNATURE OF ALL O	ORNEY	OF ECORD			
FOR OFFICE USE ONLY		ann Sum	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~				
RECEIPT# A	MOUNT	APPLYING IFP		JUDGE	MAG. J	UDGE	